#### MOBILE COUNTY COMMISSION

The Mobile County Commission met in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama, on Monday, March 11, 2013, at 10:00 A. M. The following members were present:

PRESENT ABSENT

Commissioner Merceria Ludgood Commissioner Connie Hudson Commissioner Jerry L. Carl NONE

Commissioner Ludgood acted as chairman of the meeting and John F. Pafenbach, County Administrator/Clerk of the Commission, acted as clerk of the meeting. The chairman stated that a quorum was present and declared the meeting open for the transaction of business.

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#### INVOCATION

The invocation was given by Commissioner Connie Hudson, District 2.

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#### PRESTON BOLT/HAND ARENDALL, LLC

#### The following is a synopsis of the comments made:

Preston Bolt, bond counsel, Hand Arendall LLC, addressed the Commission concerning Agenda Item #12. He said issuance of the General Obligation Refunding Warrants, Series 2013, would provide for the redemption and prepayment of a portion of the County's General Obligation Refunding and Improvement Warrants, Series 2004, at a present net value savings.

Commissioner Hudson asked for the amount of the overall net savings.

Ty Tyson, Merchant Capital, LLC, an investment banker for the Bond, said approximately \$540,000.00.

Commissioner Hudson asked if the net savings would spread

throughout the life of the Bond?

Mr. Tyson said yes.

(End of synopsis)

DANNY CORTE/MOBILE BAY SPORTS AUTHORITY D/B/A MOBILE SPORTS AUTHORITY/2021 WOMEN'S BOWLING CHAMPIONSHIP TOURNAMENTS

## The following is a synopsis of the comments made:

Danny Corte, Executive Director, Mobile Bay Sports Authority d/b/a Mobile Sports Authority, addressed the Commission and said the Mobile Sports Authority was formed in the Year 2008 for the purpose of bringing sporting events to the Mobile County area with the intentions of creating a positive economic impact and a positive public image. He said the United States Bowling Congress has awarded the tournaments for the 2021 Women's Bowling Championships to be held in Mobile, Alabama. Mr. Corte said the event would bring about 30,000 bowlers plus their families to the Port City between April and July, 2021, with an economic impact of over \$40 million. He said the United States Bowling Congress would build forty-eight (48) lanes at the Mobile Arthur R. Outlaw Convention Center for the tournaments.

Mr. Corte said a group of them traveled to the United States Bowling Congress in Arlington, Texas, January, 2013, in an attempt to procure the tournaments for the 2017 women's championships, but it was awarded to Baton Rouge, Louisiana. He said the United States Bowling Congress was so impressed with their presentation and what they offered that they awarded them the 2021 Event, which was the earliest available that would fit in their schedule at the convention center. Mr. Corte introduced some of the participants in the Mobile group that gave an individual presentation in Arlington, Texas: Cheryl Gee, Director of Sales and Marketing at the Mobile Arthur R. Outlaw Convention Center; Linda Worley, National Sales Manager at the Mobile Bay Convention and Visitors Bureau; Derrick Williams, Senior Sales Manager at the Renaissance Riverview Hotel; Brenda Howell, local President at the Mobile United States Bowling Championships Women's Bowling Association; and Mobile County Commissioner Connie Hudson of District 2.

Commissioner Hudson said kudos to Mr. Corte for his teamwork. She said the selection committee for the United States Bowling Congress was very impressed with each of their presentations. Commissioner Hudson said everyone did a wonderful job, it was a great experience, and she was glad to have been a part of it.

 $\mbox{\rm Mr.}$  Corte thanked the Commissioners for their support and help.

(End of synopsis)

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# LILLIAN AND ROBERT MULLER/MOBILE COUNTY SUBDIVISION REGULATIONS

#### The following is a synopsis of the comments made:

Lillian and Robert Muller, 5165 Wilmer Road, Wilmer, Alabama asked to address the Commission concerning Agenda Item #29/10E. Ms. Muller said they were opposed to the Commission waiving sections of the Mobile County Subdivision Regulations to allow a property owner to subdivide their property to a private dirt road in the Davison Road Subdivision. She said if the Commission opened the door to waiving subdivision regulations to private dirt roads her neighbors who have numerous acres could start putting as many as ten (10) mobile homes on their property.

Ms. Muller said someone made a mistake and that property should not have been sold.

Commissioner Hudson said an error was made, the property was recorded as a Metes and Bounds Plat instead of a Subdivision Plat. She said the property owner's intention at the time of purchasing the property was to build a home and was not aware of the recording error. Commissioner Hudson said the property was recorded prior to the Mobile County Subdivision Regulations coming into effect, and under the current subdivision regulations the property owner is required to pave the private dirt road all the way to Wilmer Road and install a storm water detention facility. She said this item was only allowing one (1) property owner to build a home.

Ms. Muller said the Mobile County Subdivision Regulations should apply to everyone in the same manner, if not all the property owners in the Davidson Road Subdivision that have private dirt roads could receive waivers of the subdivision regulations to subdivide and start new development. She said they already have problems with the mail service delivering mail because of the road maintenance condition.

Commissioner Hudson said this situation came up in February, 2012, and there were not an overwhelming number of similar applications. She said the Engineering Department has reported that only twenty (20) applications of similar situations were received in an eight (8) year period. Commissioner Hudson said she requested the Engineering Department to tweak the subdivision regulations to allow property owners in smaller subdivisions who purchased property believing it was recorded correctly when it was not to subdivide without having to pave a private dirt road to County standards. She said as of yet she has not been able to get anything changed in the subdivision regulations. Commissioner Hudson said she and Joe Ruffer, County Engineer, have discussed this problematic situation at length, and she asked Mr. Ruffer to share his ideas with the Commission.

Mr. Ruffer said the previous proposed changes to the Mobile County Subdivision Regulations which were not approved by the

Commission had surpassed the original intentions to address property owners in similar situations. He said the previous proposed changes consisted of up to five (5) lots subdivisions which were beyond what were needed to cover this type of situation. Mr. Ruffer said he would revisit the situation and come up with a simple change to the subdivision regulations for the Commission's consideration.

Commissioner Hudson said her intentions were not to create problems, but to be fair to property owners who purchased property in those situations and want to build one (1) home or replace a mobile home with a house. She said the current subdivision regulations do not allow them to do that without spending \$1 million to pave the private dirt road.

Mr. Muller said the previous owner hired a real estate agency to sell his property and they should have been legally obligated to tell the seller or the buyer about the recording error.

Commissioner Hudson said Alabama was a caveat emptor state which means "buyer beware." She said there were no legal requirements for any notification to be given to the buyer.

#### (End of synopsis)

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#### AGENDA #1

#### APPROVE MINUTES

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the minutes of the regular meeting of February 13, 2013 and February 25, 2013.

Motion carried unanimously.

#### AGENDA #2

#### APPROVE CLAIMS

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve payment of the following claims and payrolls, and the signing of warrants by the President of the Commission:

CHECK DATE CHEC	K #	VENDOR	AMOUNT
2/20/2013 00	0277070 A AI	ND A VACUUM MART INC	195.85
2/20/2013 00	0277071 A AI	ND M PORTABLES INC	150.00
2/20/2013 00	0277072 A T	AND T MOBILITY	11,448.87
2/20/2013 00	0277073 ADV	ANCED DISPOSAL SERVICES	669.15

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/20/2013	00277074	AIRGAS USA LLC	161.30
2/20/2013	00277075	AL DEPT OF ENVIRONMENTAL MANAG	770.00
2/20/2013	00277076	AL HILLS BOILER SALES AND REPA	4,720.00
2/20/2013	00277077	ALABAMA ASSN OF ASSESSING OFFI	620.00
2/20/2013		ALABAMA DEPT OF REVENUE	24.25
2/20/2013	00277079	ALABAMA DEPT OF TRANSPORTATION	2,794.80
2/20/2013		ALABAMA POWER CO	8,794.54
2/20/2013		ALEXANDER HARDWARE	5.85
2/20/2013		ALSTON REFRIGERATION CO INC	1,207.21
2/20/2013		AMERICAN BANKERS INS CO OF FL	36,643.00
2/20/2013		AMERICAN ELECTRONIC SUPPLY CO	1,327.50
2/20/2013		ANI SAFETY AND SUPPLY INC	803.46
2/20/2013		ANTENNA PLUS	1,959.00
2/20/2013		AUBURN UNIVERSITY	1,025.00
2/20/2013		AUDIO UNLIMITED INC AUTOZONE AUTO PARTS	420.00 867.76
2/20/2013 2/20/2013		B AND B APPLIANCE PARTS	146.70
2/20/2013		B B AND T FINANCIAL FSB	4,595.21
2/20/2013		BAKER DISTRIBUTING CO	57.36
2/20/2013		BAMA AUTO PARTS AND INDUSTRIAL	104.58
2/20/2013		BAYOU FASTENERS AND SUPPLY INC	21.00
2/20/2013		BAYOU LA BATRE AREA CHAMBER OF	2,500.00
2/20/2013		BEARD EQUIPMENT CO	107.84
2/20/2013		BERNEY OFFICE SOLUTIONS	269.01
2/20/2013		BRANNAN JR, DONALD REED	390.00
2/20/2013	00277099	BROWN AND KEAHEY	93.13
2/20/2013	00277100	CALLIS COMMUNICATIONS	99.00
2/20/2013	00277101	CARQUEST AUTO PARTS	1,007.52
2/20/2013	00277102	CASH AND CARRY	124.22
2/20/2013	00277103	CINTAS DOCUMENT MANAGEMENT	152.10
2/20/2013	00277104	CITY ELECTRIC SUPPLY	668.56
2/20/2013	00277105	CITY OF MOBILE	76,897.75
2/20/2013		CLASSIC PAINT AND BODY INC	2,420.00
	00277107	CLOWER ELECTRIC SUPPLY	1,386.59
	00277108	CLUTCH AND POWERTRAIN	559.00
	00277109	COAST SAFE AND LOCK	135.00
	00277110	COLLINS, LISA	15.11
	00277111	COMCAST CABLE	161.85
	00277112	CONSTRUCTION MATERIALS INC	7,474.00
	00277113 00277114	COWIN EQUIPMENT CO INC	143.49
	00277114	CUMMINS MID SOUTH LLC CUSTOM DESIGNS	4,551.89 145.00
	00277113	CUSTOM DESIGNS CUSTOM SPECIALTIES AND SUPPLY	86.81
	00277110	CVS EGL SEMMES AL INC	12,104.28
	00277117	CWS GROUP INC	2,592.50
	00277119	CYPRESS SHORES BAPTIST CHURCH	150.00
	00277120	DADE PAPER AND BAG CO	1,790.66
	00277121	DANIELS SHEET METAL CO INC	914.48
	00277122	DEES PAPER CO INC	3,906.25
	00277123	DELL INC	9,279.91
	00277124	DEX IMAGING OF ALABAMA LLC	80.69
	00277125	DIAMOND, ROXANNE I	101.50
2/20/2013	00277126	DIGI KEY CORP	133.56
2/20/2013	00277127	DOGWOOD PRODUCTIONS INC	375.00
2/20/2013	00277128	DRUG TESTING PROGRAM MANAGEMEN	3,861.00
2/20/2013	00277129	ERWIN ESQ, MARK C	45.66

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/20/2013	00277130	ETHEREDGE, SHANNON	271.88
2/20/2013		FASTENAL CO INDUSTRIAL AND CON	
2/20/2013			259.60
2/20/2013	00277133	FEDERAL EXPRESS CORP	21.78
2/20/2013	00277134	FEDERAL EXPRESS CORP FIELDS, JOSEPH ALAN FOREMAN, ETSIE	311.75
2/20/2013	00277135	FOREMAN, ETSIE	1,592.00
2/20/2013		GENERAL FUND	11,153.97
2/20/2013	00277137	GEOTECHNICAL ENGINEERING TESTI	5,816.58
2/20/2013	00277138		28.25
2/20/2013	00277139	GILMERS FUNERAL SERVICE	600.00
2/20/2013	00277140	GOODWYN MILLS AND CAWOOD INC	4,462.50
2/20/2013	00277141		2,644.81
2/20/2013	00277142	GRAYBAR ELECTRIC CO INC	1,178.83
2/20/2013	00277143	GULF COAST OFFICE PRODUCTS INC	1,087.20
2/20/2013	00277144	GULF COAST PUMP & EQUIPMENT IN	1,109.15
2/20/2013	00277145	GULF STATES DOOR	827.45
2/20/2013	00277146	HAVEN HILL EGG CO INC	48.90
2/20/2013	00277147	HEALTH INSURANCE ACCOUNT	20,273.58
2/20/2013		HERBERT L JAMISON AND CO LLC	
2/20/2013			19.91
2/20/2013	00277150		796.46
2/20/2013	00277151	HINKLE METALS AND SUPPLY CO	72.69
2/20/2013	00277152		150.00
2/20/2013	00277153	HOME DEPOT, THE	72.93
2/20/2013			
2/20/2013		HUTCHINSON MOORE AND RAUCH LLC	
2/20/2013	00277156		195.00
2/20/2013			190.00
2/20/2013	00277158	JONES, DONNA	190.18
2/20/2013			1,662.50
2/20/2013	00277160	KESCO	394.00
2/20/2013	00277161	KITTRELL AUTO GLASS	347.72
2/20/2013	00277162	KNOX PEST CONTROL	48.00
		LANAIR PRODUCTS LLC	27.08
2/20/2013	00277164	LENNOX INDUSTRIES INC	102.00
	00277165		1,172.00
2/20/2013	00277166	LITTLE, CHARLENE	28.25
2/20/2013	00277167		8,097.50
2/20/2013	00277168	LOMAX, JOYCE	28.25
2/20/2013	00277169	LOWES	244.48
2/20/2013	00277170	MARSTON, CHANDLER	47.13
2/20/2013	00277171	MAYFIELD DAIRY FARMS INC	145.11
2/20/2013	00277172	MCCALL, RUBY	28.25
2/20/2013	00277173	MCCONNELL AUTOMOTIVE GROUP	639.83
2/20/2013	00277174	MCCOVERY, STEFFON D	341.85
2/20/2013	00277175	MCGHEE, VINCENT	300.00
2/20/2013	00277176	MCGRIFF TIRE CO	1,998.00
2/20/2013	00277177	MCKINNEY PETROLEUM EQUIP	269.74
2/20/2013	00277178	METRO MARKET TRENDS INC	69.00
2/20/2013	00277179	METZGER, BELINDA	17.86
2/20/2013	00277180	MOBILE AREA WATER AND SEWER SY	76,304.75
2/20/2013	00277181	MOBILE BAR ASSN	70.00
2/20/2013	00277182	MOBILE BEACON	573.60
2/20/2013	00277183	MOBILE GAS SERVICE CORP	1,021.69
2/20/2013	00277184	MOBILE GAS SERVICE CORP	86,806.16
2/20/2013	00277185	MOBILE INSTRUMENT CO INC	50.00

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/20/2013	00277186	MOBILE UNITED	6,500.00
2/20/2013	00277187	MULLINAX FORD OF MOBILE LLC	1,271.99
2/20/2013	00277188	NATIONAL ASSN OF LEGAL ASSISTA	125.00
2/20/2013	00277189	NORTHERN TOOL AND EQUIPMENT	100.99
2/20/2013	00277190	O REILLY AUTOMOTIVE STORES INC	13.21
2/20/2013	00277191	O REILLY AUTOMOTIVE STORES INC	71.91
2/20/2013	00277192	OEC BUSINESS SUPPLIES	121.25
2/20/2013	00277193	OFFICE SOLUTIONS AND INNOVATIO	114.60
2/20/2013	00277194	OLENSKY BROTHERS OFFICE PRODUC	871.90
2/20/2013	00277195	ORACLE AMERICA INC	281.92
2/20/2013	00277196	PARKER, ASHLEY	28.25
2/20/2013	00277197	PAYNE ENVIRONMENTAL SERVICES	3,920.96
2/20/2013	00277198	PEARSON ASSESSMENTS INC	1,115.32
2/20/2013	00277199	PELLERIN LAUNDRY MACHINERY SAL	483.53
2/20/2013		PITNEY BOWES CREDIT CORP	4,023.00
2/20/2013	00277201	PITNEY BOWES INC	424.94
2/20/2013		PORT CITY WINNELSON	54.00
2/20/2013	00277203	PRECISION AUTO GLASS INC	280.00
2/20/2013	00277204	QUICK INTERNET SOFTWARE SOLUTI	753.00
2/20/2013	00277205	R & R INDUSTRIES	245.51
2/20/2013	00277206	RAICOM	145.00
2/20/2013	00277207	RIDGWAYS LTD	190.00
2/20/2013	00277208	ROBINSON, DAVID	273.46
2/20/2013		ROUNDTREE MOBILE LLC	2,041.69
2/20/2013		SABEL STEEL SERVICE	252.00
2/20/2013		SEMMES COMMUNITY CENTER	475.00
2/20/2013		SENIOR COMPANION PROGRAM OF MO	•
2/20/2013		SEXAUER, J A	217.22
2/20/2013		SHELL	1,210.27
	00277215	SIMPLEXGRINNELL LP	537.83
2/20/2013		SIS INDUSTRIAL SERVICE	398.80
2/20/2013		SOUTHDATA	1,331.29
2/20/2013		SOUTHERN APPEAL LANDSCAPE MAIN	575.00
2/20/2013		SOUTHERN EARTH SCIENCES INC	8,476.64
	00277220	SOUTHERN LIGHT LLC	41,122.00
	00277221	SPECTRONICS INC	681.50
	00277222	SPROT PRINTER RIBBONS LLC	1,775.70
	00277223	STANDARD EQUIPMENT CO INC	30.72
2/20/2013		STAPLES BUSINESS ADVANTAGE	134.88
2/20/2013 2/20/2013		STEWART, BRENT E	155.88
2/20/2013		SUNGARD PUBLIC SECTOR BI TECH SYSCO FOOD SERVICES GULF COAST	
2/20/2013		TAITE, KRYSTAL S	413.25
2/20/2013		THOMPSON ENGINEERING	237.00
2/20/2013			1,400.00
2/20/2013		THYSSENKRUPP ELEVATOR CORP	226.00
2/20/2013		TOLBERT, CATHY TRACTOR AND EQUIPMENT CO	153.28
2/20/2013		TRANE USA INC	1,053.33
2/20/2013		TRAX TIRES INC	21.60
2/20/2013		TREADWELL FORD	670.22
2/20/2013		TRIPLE POINT INDUSTRIES LLC	461.75
2/20/2013		TURNER SUPPLY CO	1,765.56
2/20/2013		UNITED PARCEL SERVICE	33.09
2/20/2013		VAN SCOYOC ASSOCIATES	5,011.98
	00277240	VULCAN MATERIALS CO	8,509.96
	00277241		

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/20/2013	00277242	WEAVER AND SONS INC, HOSEA O	3,827.14
2/20/2013	00277243	WEBROOT	1,800.00
2/20/2013	00277244	WESCO GAS AND WELDING SUPPLY I	576.15
2/20/2013	00277245	WILSON DISMUKES INC	21.43
2/20/2013		WITTICHEN SUPPLY CO INC	15.44
2/20/2013	00277247	ALABAMA DEPT OF REVENUE	676.50
2/20/2013	00277248	NETMOTION WIRELESS INC	4,125.00
2/22/2013	00277249	ACCESS INFORMATION MANAGEMENT	634.97
2/22/2013		ADVANCED DISPOSAL SERVICES	230.64
2/22/2013		AIRGAS USA LLC	363.81
2/22/2013		AL TRANS SERVICE INC	14.47
2/22/2013		ALABAMA POWER CO	11,870.30
2/22/2013		ALABAMA POWER CO	66.24
2/22/2013		AMAZON COM	1,033.93
2/22/2013		AMERICAN RENTAL AND POWER EQUI	21.91
2/22/2013		ANDREWS HARDWARE CO INC	65.94
2/22/2013		AS AND G CLAIMS ADMINISTRATION	
2/22/2013		AT AND T	41,726.70
2/22/2013		AUTOPART INTERNATIONAL INC	499.41
2/22/2013		B B AND T	22,893.73
2/22/2013		BAMA AUTO PARTS AND INDUSTRIAL	
2/22/2013		BAPTIST MISSIONARY ASSN	3,250.00
2/22/2013		BARNETT, ALLEEN	55.00
2/22/2013		BAY AREA SCREW AND SUPPLY CO I	460.20
2/22/2013 2/22/2013		BAY NURSING INC	6,405.80
2/22/2013		BAYOU CONCRETE LLC	2,781.00 597.22
2/22/2013		BAYSIDE RUBBER AND PRODUCTS IN	14,260.68
2/22/2013		BEARD EQUIPMENT CO BELL AND CO	1,200.00
2/22/2013		BERNEY OFFICE SOLUTIONS	647.76
2/22/2013		BLACK BOX CORP GOVERNMENT SOLU	685.97
	00277272		704.10
	00277274		1,500.00
	00277275	BROWN AND KEAHEY	222.75
	00277276	BRYAN CONTRACTORS LLC	255.00
2/22/2013		BURNETT, FINISE HOWARD	122.63
2/22/2013		CAMELLIA TROPHY SHOP	120.00
2/22/2013		CAMPER CITY	48.00
2/22/2013		CARDINAL CONTRACTING INC	71,561.67
2/22/2013		CARQUEST AUTO PARTS	208.17
2/22/2013		CDW GOVERNMENT INC	1,585.24
2/22/2013	00277283	CEMEX	613.80
2/22/2013	00277284	CHAPMAN TRACTOR CO INC	127.67
2/22/2013	00277285	CHERRYMAN INDUSTRIES	2,098.34
2/22/2013	00277286	CHILD ADVOCACY CENTER	21,429.00
2/22/2013	00277287	CITY CHURCH OF MOBILE	150.00
2/22/2013	00277288	CITY ELECTRIC SUPPLY	1,005.26
2/22/2013	00277289	CITY OF MOBILE	183,785.06
2/22/2013		CLASSIC PAINT AND BODY INC	2,479.40
2/22/2013	00277291	CLEMENT COMMUNICATIONS INC	259.37
2/22/2013	00277292	CLUTCH AND POWERTRAIN	3,777.50
2/22/2013	00277293	CMS COMMUNICATIONS INC	392.52
2/22/2013		COCA COLA BOTTLING CO CONSOLID	
2/22/2013		COMCAST CABLE	116.95
	00277296	CORIZON INC	10,017.35
2/22/2013	00277297	COVINGTON AND SONS LLC	36.00

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/22/2013	00277298	CRIST, RICHARD H	156.57
2/22/2013	00277299	CUMMINS MID SOUTH LLC	655.85
2/22/2013	00277300	DAUPHIN ISLAND BAPTIST CHURCH	300.00
2/22/2013	00277301	DAVIS PHD, JOHN W	160.00
2/22/2013	00277302	DEES PAPER CO INC	334.71
2/22/2013	00277303	DELL INC	351.99
2/22/2013		DISH	97.92
2/22/2013		DIXIE BUILDING SUPPLY CO INC	8.38
	00277306	DMS MAIL MANAGEMENT INC	2,058.18
	00277307	DRIVEN ENGINEERING INC	6,262.50
	00277308	DUEITTS BATTERY PLUS	151.52
	00277309	ELECTION SYSTEMS AND SOFTWARE	1,993.60
2/22/2013		ELECTRONIC SUPPLY CO	1,060.85
2/22/2013		ELITE 911 UNIFORMS	146.93
2/22/2013		EMR CORP	811.59
2/22/2013		EQUIPMENT SALES CO	92.98
	00277314 00277315	ERWIN ESQ, MARK C EVANS	149.16 435.20
	00277315	EXEMPLIS CORPORATION	1,146.92
	00277316	FASTENAL CO INDUSTRIAL AND CON	1,146.92
	00277317	FAUSAKS TIRE SERVICE	555.35
	00277310	FEDERAL EXPRESS CORP	297.07
2/22/2013		FERGUSON ENTERPRISES INC	1,090.18
2/22/2013		FILTERS FOR INDUSTRY INC	260.88
2/22/2013		FIREHOUSE SALES AND SERVICE	2,048.70
2/22/2013		FLEET SAFETY EQUIPMENT INC	560.00
2/22/2013		FOLEY IMPLEMENT CO	113.42
2/22/2013		FOLEY PRODUCTS CO	1,970.40
	00277326	FORBES ELECTRONIC DISTRIBUTOR	91.50
2/22/2013	00277327	FORD LUMBER CO	29.80
2/22/2013	00277328	FORM SOLUTIONS INC	1,275.00
2/22/2013	00277329	FRANKLINS STARTER AND ALTERNAT	628.28
2/22/2013	00277330	G G PORTABLES INC	71.00
2/22/2013	00277331	GENERAL FUND	65,869.20
2/22/2013	00277332	GILMERS FUNERAL SERVICE	900.00
2/22/2013	00277333	GRAINGER INDUSTRIAL SUPPLY	445.52
	00277334	GRAPHIC DATA	1,296.00
	00277335	GRAYBAR ELECTRIC CO INC	317.32
	00277336	GULF COAST OFFICE PRODUCTS INC	
	00277337	GULF STATES DISTRIBUTORS INC	
	00277338	H G MAYBECK CO INC	1,952.40
	00277339	HAVEN HILL EGG CO INC	44.70
	00277340	HD SUPPLY FACILITIES MAINTENAN	
	00277341	HEFCO	309.30
	00277342	HILLMAN OIL INC	1,964.00
	00277343	HOME DEPOT, THE	139.00
	00277344 00277345	HON COMPANY, THE HYDRAULIC REPAIR SVC	564.06 555.00
	00277345	INEX CORP	742.50
	00277340	JACQUELINE MOORE AND ASSOC	3,294.24
	00277347	JOHN G WALTON CONSTRUCTION CO	
	00277348	JOHNSTONE SUPPLY	104.52
	00277343	JOYCES PRODUCE	759.24
	00277351	K AND W SECURITY SERVICES LLC	525.00
	00277352	KITTRELL AUTO GLASS	268.00
	00277353		30.00

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/22/2013	00277354	LADSCO INC	190.00
2/22/2013	00277355	LEGAL DIRECTORIES PUBLISHING C	7.75
2/22/2013	00277356	LENNOX INDUSTRIES INC	118.84
2/22/2013	00277357	LEOS UNIFORMS	589.00
2/22/2013	00277358	LEVEL 3 COMMUNICATIONS LLC	865.22
2/22/2013	00277359	LOWES	38.58
2/22/2013	00277360	MCCONNELL AUTOMOTIVE GROUP	194.53
2/22/2013	00277361	MCGRIFF TIRE CO	11,709.00
2/22/2013	00277362	MIGHTY AUTO PARTS	138.72
2/22/2013	00277363	MITCHELL, RICHARD A	168.63
2/22/2013	00277364	MOBILE AREA EDUCATION FOUNDATI	10.00
2/22/2013		MOBILE AREA WATER AND SEWER SY	
2/22/2013	00277366	MOBILE CO SOLID WASTE DISPOSAL	7,514.50
2/22/2013	00277367	MOBILE PRINTING CO	366.00
2/22/2013	00277368	MOBILE VICTORY POLARIS LLC	494.43
2/22/2013	00277369	MOTOR CARRIER CONSULTANTS INC	
2/22/2013		NAVMAN WIRELESS NORTH AMERICA	384.89
2/22/2013	00277371	O REILLY AUTOMOTIVE STORES INC	73.44
2/22/2013	00277372	O REILLY AUTOMOTIVE STORES INC	144.45
2/22/2013		OEC BUSINESS SUPPLIES	103.10
2/22/2013		OFFICE DEPOT	650.27
2/22/2013	00277375	OLENSKY BROTHERS OFFICE PRODUC	626.43
2/22/2013	00277376	ORACLE AMERICA INC	2,141.21
2/22/2013		OX BODIES INC	687.52
2/22/2013		PINNACLE DATA SYSTEMS LLC	5,993.47
2/22/2013		PITMAN CO	305.72
2/22/2013		PITRONE AND ASSOC	68.95
2/22/2013		POSTMASTER	25,000.00
2/22/2013			230.00
2/22/2013		PROBATE COURT	33,031.49
2/22/2013		PROBATE COURT	1,743.00
		REGIONS BANK	7,825.00
		ROBBINS COLLISION PARTS	159.90
	00277387	ROCKWELL, STEVEN C	100.00
	00277388		172.40
	00277389		870.00
	00277390	SHERIFFS UNIFORM ACCOUNT	
2/22/2013		SHERWIN WILLIAMS AUTOMOTIVE FI	
2/22/2013		SHERWIN WILLIAMS CO	90.82
2/22/2013		SITE ONE ON THE INTERNET INC	645.00
2/22/2013		SOUTH ALABAMA UTILITIES	60.65
2/22/2013 2/22/2013		SPRAGGINS, RICHARD SPRINGDALE TRAVEL	364.97 5,229.71
2/22/2013			243.00
2/22/2013		ST MICHAEL CHURCH	150.00
2/22/2013		STANLEY CONVERGENT SECURITY SO	
2/22/2013		SUPREME MEDICAL	3,397.00
2/22/2013		SURETY LAND TITLE INC	3,750.00
2/22/2013		SURETY LAND TITLE INC	1,200.00
2/22/2013		SURETY LAND TITLE INC	5,750.00
2/22/2013		SURETY LAND TITLE INC	6,000.00
2/22/2013		TEMPLETON, MARGARET	11.87
2/22/2013		THOMSON	1,419.14
	00277407	TRIPLE POINT INDUSTRIES LLC	
	00277408		280.00
2/22/2013			
			·

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/22/2013	00277410	UNITED PARCEL SERVICE	51.29
2/22/2013	00277411	VERIZON WIRELESS	1,986.29
2/22/2013	00277412	VOLKERT INC	25,254.04
2/22/2013	00277413	WASTE SERVICES LLC	720.00
2/22/2013	00277414	WATER WORKS & SEWER BOARD OF T	
2/22/2013	00277415	HARVISON, TERESA	12.77
2/26/2013		ABL MANAGEMENT INC	169,414.74
2/26/2013		ALABAMA AUTO DISMANTLERS	550.00
2/26/2013		ALABAMA MEDIA GROUP	696.41
2/26/2013		ALABAMA POWER CO	36,998.19
2/26/2013 2/26/2013		AMERICAN FOODS INC ANIMAL CARE OF MOBILE COUNTY	916.04 365.00
2/26/2013		ARTCRAFT PRESS INC	105.00
2/26/2013		AT AND T LONG DISTANCE SERVICE	
2/26/2013			514.25
2/26/2013		AUBURN UNIVERSITY	125.00
2/26/2013		BEARD EQUIPMENT CO	47.61
2/26/2013		BEST BUY BUSINESS ADVANTAGE AC	914.98
2/26/2013	00277428	BIRMINGHAM NEWS, THE	338.25
2/26/2013	00277429	BLACKLIDGE EMULSIONS INC	2,903.52
2/26/2013	00277430	BORDEN	397.00
2/26/2013	00277431	BROWN, CARLA P	28.25
2/26/2013		CARQUEST AUTO PARTS	478.58
2/26/2013		CASH AND CARRY	121.30
2/26/2013		CENTRAL PARKING SYSTEM	1,402.50
2/26/2013		CHILD ADVOCACY CENTER	8,771.79
2/26/2013		CINTAS CORP LOC 211	6,303.47
2/26/2013		CINTAS CORP LOC 211	502.20
2/26/2013 2/26/2013		CITY ELECTRIC SUPPLY CITY OF GULF SHORES	277.71 5,912.65
2/26/2013		CITY OF MOBILE	787.41
		CITY OF MOBILE	3,217.31
		COMCAST CABLE	2.11
	00277444	CUSTOM DESIGNS	85.00
	00277445	CWS GROUP INC	26,279.00
2/26/2013	00277446	DEES PAPER CO INC	298.05
2/26/2013	00277447	DRIVEN ENGINEERING INC	800.00
2/26/2013	00277448	ELECTRONIC SUPPLY CO	147.85
2/26/2013		ENGLISH COLOR AND SUPPLY INC	136.89
2/26/2013		EVANS	101.80
2/26/2013		FASTENAL CO INDUSTRIAL AND CON	
2/26/2013		FAUSAKS TIRE SERVICE	129.80
2/26/2013		FLEET SAFETY EQUIPMENT INC	527.60
2/26/2013		GAUGE DOCTOR	200.00
2/26/2013	00277455 00277456	GENERAL FUND GENERAL FUND	27,590.33 44.81
2/26/2013		GENERAL FUND	81.48
2/26/2013		GILMERS FUNERAL SERVICE	900.00
2/26/2013		GOODWYN MILLS AND CAWOOD INC	
2/26/2013		GRAINGER INDUSTRIAL SUPPLY	1,188.76
2/26/2013		GRAYBAR ELECTRIC CO INC	3,409.80
2/26/2013	00277462	GULF CASTERS	197.70
2/26/2013	00277463	GULF CITY BODY AND TRAILER WOR	1,122.96
2/26/2013	00277464	HAMPTON INN HOOVER	805.76
	00277465	HARRIS CORPORATION	328.51
2/26/2013	00277466	HAVEN HILL EGG CO INC	84.60

CHECK DATE	CHECK #	VENDOR	AMOUNT
2/26/2013	00277467	HD SUPPLY FACILITIES MAINTENAN	178.50
2/26/2013	00277468	HILLMAN OIL INC	2,776.39
2/26/2013	00277469	HOWARD, NEAL	172.39
2/26/2013	00277470	HURRICANE ELECTRONICS INC	118.88
2/26/2013	00277471	IDEAL TRUCK SERVICE INC	349.87
	00277472	INEX CORP	2,217.12
2/26/2013		INTERSTATE PRINTING AND GRAPHI	37,419.00
2/26/2013		IRBY OVERTON VETERINARY HOSPIT	
2/26/2013		ISLANDAIRE INC	391.20
2/26/2013		JOHNSTONE SUPPLY	101.96
2/26/2013 2/26/2013		JOYCES PRODUCE K AND W SECURITY SERVICES LLC	355.25 420.00
2/26/2013		KNOX PEST CONTROL	192.00
	00277480	LONG LEWIS HARDWARE INC	878.16
2/26/2013		LOVE, CHARLES E	110.00
2/26/2013		LOWES	289.87
	00277483	MCGHEE, VINCENT	300.00
2/26/2013		MCGRIFF TIRE CO	800.00
	00277485	MOBILE AREA WATER AND SEWER SY	
2/26/2013	00277486	MOBILE CONVENTION AND VISITORS	28,000.00
2/26/2013	00277487	MOBILE FENCE CO	3,875.00
2/26/2013	00277488	MOBILE MECHANICAL	99.96
2/26/2013	00277489	MOORE MEDICAL LLC	1,315.77
2/26/2013	00277490	MOTOR CARRIER CONSULTANTS INC	990.00
2/26/2013		MOWREY ELEVATOR COMPANY OF FLO	•
2/26/2013		MSC INDUSTRIAL SUPPLY CO	99.44
2/26/2013		NEW LONDON TECHNOLOGY INC	224.00
	00277494	O REILLY AUTOMOTIVE STORES INC	191.02
	00277495	OLENSKY BROTHERS OFFICE PRODUC	904.93
	00277496 00277497	PENELOPE HOUSE FAMILY VIOLENCE PITNEY BOWES INC	386.33 33.00
		PRECISION AUTO GLASS INC	265.00
		PROBATE COURT	50.00
		RANGER ENVIRONMENTAL SERVICES	
	00277501	REAL ESTATE RESEARCH CORP	500.00
	00277502	RELIABLE OFFICE SUPPLIES	90.89
	00277503	ROADRUNNER PHARMACY	326.85
2/26/2013	00277504	RUFFER, JOE W	328.33
2/26/2013	00277505	SAMS CLUB	108.80
2/26/2013	00277506	SANDERS HYLAND CORP	11,110.00
	00277507	SHERWIN WILLIAMS CO	28.46
	00277508	SKELTON, EMMA S	28.25
	00277509	SOUTH ALABAMA SPAY AND NEUTER	
	00277510	SOUTHDATA	425.00
	00277511		
	00277512		135.00
	00277513 00277514	SPRINGDALE TRAVEL SPROT PRINTER RIBBONS LLC	2,129.70 505.90
	00277514	SUPREME MEDICAL	153.00
	00277516	T S WALL AND SONS	893.80
	00277517	TEOFILO, PATRICIA	28.25
	00277518	THAMES BATRE MATTEI BEVILLE AN	
	00277519	THOMPSON TRACTOR CO INC	1,378.29
	00277520	THOMSON	40.50
2/26/2013	00277521	THREADED FASTENER INC	706.02
2/26/2013	00277522	TOOLS PLUS IND	139.99

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2/26/2013	00277523	TOOMEYS MARDI GRAS	2,999.63
2/26/2013		TOWN OF BREWTON	2,966.84
2/26/2013	00277525	TRACTOR AND EQUIPMENT CO	1,946.41
2/26/2013	00277526	TSA INC	768.00
2/26/2013	00277527	USA MOBILITY WIRELESS INC	42.49
2/26/2013	00277528	WATER WORKS & SEWER BOARD OF T	32,047.01
3/1/2013		AAA AUTO TRIM SHOP	280.00
3/1/2013		AARMS LLC	200.00
3/1/2013		ABS BUSINESS SYSTEMS	525.00
3/1/2013		AIRGAS USA LLC	164.30
3/1/2013		AL DEPT OF ENVIRONMENTAL MANAG	770.00
3/1/2013	00277534	ALABAMA CRIMINAL JUSTICE INFOR	•
3/1/2013	00277535	ALABAMA DEPT OF FORENSIC SCIEN	40,833.34
	00277536	ALABAMA MEDIA GROUP	293.22
	00277537	ALABAMA MEDIA GROUP	26,863.20
	00277538	ALABAMA PIPE AND SUPPLY CO INC	73.00
3/1/2013 3/1/2013	00277539 00277540	ALABAMA POWER CO ALEXANDER HARDWARE	4,472.56 33.98
3/1/2013	00277540	ALL SOUTH SUPPLY INC	118.50
3/1/2013		ALLEN SOUTHERN ELECTRIC MOTOR	185.67
3/1/2013		ALTAPOINTE HEALTH SYSTEMS INC	124,273.89
3/1/2013	00277544	ALTAPOINTE HEALTH SYSTEMS INC	34,837.23
3/1/2013	00277545	ALTAPOINTE HEALTH SYSTEMS INC	24,854.77
3/1/2013	00277546	AT AND T LONG DISTANCE SERVICE	1,334.71
3/1/2013	00277547	ATALASOFT INC	5,161.00
3/1/2013	00277548	AUDIO UNLIMITED INC	200.00
3/1/2013	00277549	B AND B MACHINE AND SUPPLY	1,337.00
3/1/2013	00277550	BANCROFT ENTERPRISES	68.00
3/1/2013	00277551	BAYOU CONCRETE LLC	367.60
3/1/2013	00277552	BAYOU FASTENERS AND SUPPLY INC	108.90
3/1/2013	00277553	BAYSIDE RUBBER AND PRODUCTS IN	310.28
3/1/2013	00277555	BERNEY OFFICE SOLUTIONS	12,244.46
		BLOSSMAN GAS INC	112.78
		BLUE CROSS BLUE SHIELD OF ALAB	
	00277558		963.50
	00277559		
	00277560	BYRD, JOHN A	125.00
	00277561	CAMPBELL DUKE AND PRINE	750.00
	00277562	CAMPER CITY	80.00
	00277563 00277564	CARCERTRACK	298.00
	00277565	CARQUEST AUTO PARTS CARSON, LYNETTE	2,802.27 28.25
	00277566	CASH AND CARRY	117.00
	00277567	CDW GOVERNMENT INC	651.86
	00277568	CIRCLE PIPE AND SUPPLY CO	308.60
	00277569	CLASSIC PAINT AND BODY INC	4,981.40
	00277570	CLOWER ELECTRIC SUPPLY	1,964.21
	00277571	CLUTCH AND POWERTRAIN	843.29
	00277572	COAST SAFE AND LOCK	135.00
	00277573	COMCAST CABLE	2.11
3/1/2013	00277574	COMFORT SUITES DOWNTOWN	680.55
3/1/2013	00277575	CONSTRUCTION MATERIALS INC	90.00
3/1/2013	00277576	CORIZON INC	388,619.65
3/1/2013	00277577	CUSTOM DESIGNS	40.00
	00277578		144.60
3/1/2013	00277579	DARBY, RONSON E	125.00

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3/1/2013	00277580	DAVIS MOTOR SUPPLY CO INC	99.90
3/1/2013	00277581	DEES PAPER CO INC	1,882.24
3/1/2013	00277582	DEWALT SERVICE CENTER 147	56.99
3/1/2013	00277583	DIAMOND, ROXANNE I	241.08
	00277584	DIRT INC	456.50
3/1/2013	00277585	DISH	154.65
	00277586		494.42
	00277587		3,323.61
	00277588	•	277.37
	00277589	EVANS	63.01
3/1/2013	00277590	FAMILY COUNSELING CENTER OF MO	
3/1/2013	00277591		
• •	00277592		129.80
	00277593		543.20
	00277594		540.87
	00277595		203.00
	00277596		786.45
		FORESTRY SUPPLIERS INC	181.70
	00277598		187.50
	00277599		
	00277600		349.00
3/1/2013	00277601 00277602	GENERAL FUND	662.33 640.00
3/1/2013 3/1/2013	00277602	GLOBAL GOVT EDUCATION SOLUTION GRAINGER INDUSTRIAL SUPPLY	1,002.85
3/1/2013	00277604	GULF COAST OFFICE PRODUCTS INC	
	00277604		600.00
	00277606		176.00
	00277607		1,437.00
3/1/2013		HANSON PIPE AND PRECAST INC	1,540.00
		HILLMAN OIL INC	1,761.08
		HOBART SERVICE	2,416.80
		IDA MOBILE CO ECONOMIC DEV FUN	
		INEX CORP	267.29
		JOHN G WALTON CONSTRUCTION CO	
3/1/2013	00277614	JOHNSON CONTROLS INC	5,540.00
3/1/2013	00277615	JOHNSTONE SUPPLY	33.80
3/1/2013	00277616	JONES MCLEOD INC	1,333.79
3/1/2013	00277617	K AND K SYSTEMS INC	540.00
3/1/2013	00277618	K AND W SECURITY SERVICES LLC	1,522.50
3/1/2013	00277619	KITTRELL AUTO GLASS	585.33
3/1/2013	00277620	KNOX PEST CONTROL	30.00
3/1/2013	00277621	L AND L INDUSTRIAL SUPPLY	179.64
		LAWSON, THEODORE	187.53
		LEOS UNIFORMS	1,189.10
		LIFELINES FAMILY COUNSELING	540.00
	00277625		622.08
	00277626		23.00
	00277627		125.00
	00277628	MARSTON, CHANDLER	308.16
	00277629	MAYFIELD DAIRY FARMS INC	90.93
3/1/2013	00277630	MCCOVERY STREEON P	849.36
3/1/2013	00277631		542.63
	00277632 00277633		5,826.10
		MCKINNEY PETROLEUM EQUIP MCMASTER CARR SUPPLY CO	220.00 41.97
		MED SYSTEMS INC	4,900.00
3,1,2013	00211000		1,000.00

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3/1/2013	00277636	MINGLEDORFFS INC	512.83
3/1/2013	00277637	MOBILE AREA WATER AND SEWER SY	
3/1/2013	00277638	MOBILE CO FOSTER GRANDPARENT P	
3/1/2013	00277639	MOBILE CO HEALTH DEPT	68,832.00
3/1/2013	00277640	MOBILE CO POLLWORKERS FUND	17,709.98
3/1/2013	00277641	MOBILE PRESS REGISTER	163.80
3/1/2013	00277642	MSC INDUSTRIAL SUPPLY CO	145.45
3/1/2013	00277643	NATIONAL COLLEGE OF PROBATE JU	400.00
3/1/2013	00277644	NEW HORIZONS COMPUTER LEARNING	2,495.00
3/1/2013	00277645	NEWMANS MEDICAL SERVICES INC	4,350.00
3/1/2013		NOTARY PUBLIC UNDERWRITERS INC	103.75
3/1/2013	00277647	O REILLY AUTOMOTIVE STORES INC	9.78
3/1/2013	00277648	OFFICE SOLUTIONS AND INNOVATIO	7.90
3/1/2013		PROBATE COURT	23.00
	00277650	PROBATE COURT	4,803.19
3/1/2013		PROBATE COURT	1,286.75
3/1/2013		PROBATE COURT	1,629.25
	00277653	PROBATE COURT	43,558.96
3/1/2013	00277654	PROBATE COURT	13.00
	00277655	PUBLIC BUILDINGS ROADS AND BRI	
3/1/2013		RADIO SHACK	49.98 600.00
3/1/2013 3/1/2013		RADNEY FUNERAL HOME INC RAINWATER RADIATORS INC	897.16
3/1/2013	00277659	RETIRED AND SENIOR VOLUNTEER P	
3/1/2013	00277660	REVENUE SOLUTIONS INC	9,000.00
3/1/2013		ROSTEN AND ASSOCIATES	2,692.30
3/1/2013		ROUNDTREE MOBILE LLC	265.04
3/1/2013		S J AND L INC	451.40
3/1/2013		SABEL STEEL SERVICE	1,272.28
	00277665	SATSUMA PUBLIC LIBRARY	15,000.00
3/1/2013	00277666	SHERWIN WILLIAMS CO	480.48
3/1/2013	00277667	SKELTON, EMMA S	28.25
3/1/2013	00277668	SOUTH ALABAMA UTILITIES	900.00
3/1/2013	00277669	SOUTH ALABAMA UTILITIES	3,053.66
3/1/2013	00277670	SOUTHDATA	48.75
3/1/2013	00277671	SOUTHERN FASTENING SYSTEMS INC	28.08
	00277672	SOUTHERN PIPE AND SUPPLY CO IN	
3/1/2013	00277673	STANDARD EQUIPMENT CO INC	
3/1/2013		STAPLES BUSINESS ADVANTAGE	571.01
3/1/2013		STEWART, BRENT E	166.75
3/1/2013		SURGE SUPPRESSION INC	2,929.00
3/1/2013		T S WALL AND SONS	5,390.00
	00277678	TAITE, KRYSTAL S	108.75
	00277679	TECH DEPOT INC	10,889.56
3/1/2013	00277680 00277681	TEST CALIBRATION CO INC	1,996.26
	00277681	THAMES BATRE MATTEI BEVILLE AN THOMSON	
	00277683	THYSSENKRUPP ELEVATOR CORP	13.50 700.00
	00277684	TRANSMISSION MAGICIANS	620.00
3/1/2013		TREADWELL FORD	1,909.62
3/1/2013		TRUCK PRO INC	842.92
3/1/2013		TSA INC	915.00
3/1/2013		TURNER SUPPLY CO	215.88
	00277689	UNIFORM WAREHOUSE	35.35
		UNITED PARCEL SERVICE	35.09
			49,709.54

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3/1/2013	00277692	VRAZEL CHEMICALS INC	161.00
3/1/2013	00277693	VULCAN MATERIALS CO	18,675.36
3/1/2013	00277694	WALKER, ZEOLA	28.25
3/1/2013	00277695	WARD INTERNATIONAL TRUCKS OF A	7,193.99
	00277696	WARREN HOLLOW METAL DOORS AND	•
3/1/2013			310.83
	00277698	WATCH SYSTEMS LLC	37.72
	00277699	WESCO GAS AND WELDING SUPPLY I	
· ·	00277700	WILSON DISMUKES INC	866.22
	00277701 00277702	WITTICHEN SUPPLY CO INC	349.20 28.25
3/1/2013	00277702	YOUNG, ALYCIA R ZEP SALES AND SERVICE	330.19
	00277704	ACROPRINT TIME RECORDER	70.70
	00277705		20.35
	00277706		610.00
		ALABAMA AUTO DISMANTLERS	65.00
		ALABAMA PIPE AND SUPPLY CO INC	
3/5/2013	00277709	ALABAMA POWER CO	129,203.29
3/5/2013	00277710	ALABAMA POWER CO	2,450.81
3/5/2013	00277711	AMERICAN CORRECTIONAL ASSN	300.00
3/5/2013	00277712	AMERICAN FOODS INC	1,023.24
3/5/2013	00277713	ANDREWS HARDWARE CO INC	199.10
3/5/2013	00277714	APWA	32.00
		ARMSTRONG ELECTRIC CO INC	1,470.00
		AUDIO UNLIMITED INC	475.00
		AUTO WORLD SALVAGE AND SALES	
		AUTOZONE AUTO PARTS	110.09
3/5/2013		B AND B APPLIANCE PARTS BAYOU CONCRETE LLC	166.30
		BEARD EQUIPMENT CO	1,238.60 6,177.76
		BELL AND CO	527.76
		BERNEY OFFICE SOLUTIONS	3,470.46
		BLACK BOX CORP GOVERNMENT SOLU	
		BOARD OF SCHOOL COMMISSIONERS	
3/5/2013	00277726	BORDEN	550.50
3/5/2013	00277727	BROWN AND KEAHEY	372.30
3/5/2013	00277728	BROWNELLS	567.46
3/5/2013	00277729	BURRIS, JOHN	82.52
	00277730	CALAGAZ PHOTO SUPPLY INC	719.93
3/5/2013		CAMPER CITY	345.00
	00277732	CAPITAL TRAILER AND EQUIPMENT	
	00277733	CARQUEST AUTO PARTS	492.20
	00277734		123.78
		CENTURYLINK CHADS LANDSCAPE MANAGEMENT INC	293.82
		CIRCLE C SITE SERVICES	235.00 1,600.00
	00277738	CITY OF CHICKASAW BOARD OF EDU	
	00277739	CLOWER ELECTRIC SUPPLY	505.20
	00277740	CLUTCH AND POWERTRAIN	612.96
	00277741	COCA COLA BOTTLING CO CONSOLID	
	00277742	COMCAST CABLE	177.00
3/5/2013		CORIZON INC	1,277.80
3/5/2013	00277744	CRYSTAL ICE CO	100.00
3/5/2013	00277745	DADE PAPER AND BAG CO	1,284.68
		DEES PAPER CO INC	1,692.32
3/5/2013	00277747	ELBERTA PUMP REPAIR INC	119.12

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3/5/2013	00277748	ELECTRONIC SUPPLY CO	74.80
3/5/2013	00277749	FADALLAS AUTO AIR AND DETAIL	95.00
3/5/2013	00277750	FAMILY PROMISE OF COASTAL ALAB	466.07
3/5/2013	00277751	FAUSAKS TIRE SERVICE	64.90
3/5/2013	00277752	FERGUSON ENTERPRISES INC	710.97
3/5/2013	00277753	FRANKLINS STARTER AND ALTERNAT	345.00
3/5/2013	00277754	GASOLINE TAX FUND	274,094.07
3/5/2013	00277755	GILMERS FUNERAL SERVICE	1,200.00
3/5/2013	00277756	ID WHOLESALER	456.00
3/5/2013	00277757	INDIGENT CARE FUND	117,805.90
3/5/2013	00277758	INTERGRAPH CORP	173.00
3/5/2013	00277759	INTERNATIONAL HARRIS WIRELESS	500.00
3/5/2013	00277760	JACE CHANDLER AND ASSOC INC	3,625.00
3/5/2013	00277761	JGBAG INC	300.00
3/5/2013	00277762	JOHNSTONE SUPPLY	296.55
3/5/2013	00277763	JONES MCLEOD INC	434.18
3/5/2013	00277764	JOYCES PRODUCE	327.00
3/5/2013	00277765	KENT AUTOMOTIVE	289.78
	00277766	KITTRELL AUTO GLASS	216.92
3/5/2013	00277767	KOPTIS, JULIE	123.17
3/5/2013	00277768	LEOS UNIFORMS	620.90
3/5/2013	00277769	LOWES	77.28
3/5/2013	00277770	MCCONNELL AUTOMOTIVE GROUP	33.90
3/5/2013	00277771	MCGRIFF TIRE CO	4,574.80
3/5/2013	00277772	MERCHANTS FOOD SERVICE	1,735.98
3/5/2013		MITCHELL, RICHARD A	346.54
3/5/2013		MOBILE CO HEALTH DEPT	22,439.22
3/5/2013	00277775	MOBILE VICTORY POLARIS LLC	308.04
3/5/2013	00277776	NUDRAULIX INC	244.56
3/5/2013	00277777	O REILLY AUTOMOTIVE STORES INC	78.23
3/5/2013	00277778	O REILLY AUTOMOTIVE STORES INC	21.04
3/5/2013		OFFICE SOLUTIONS AND INNOVATIO	
		PERSONAL TOUCH CLEANING SERVIC	
		PRESSURE WASHERS OF ALABAMA	
3/5/2013		R & R INDUSTRIES	265.25
3/5/2013		RADIATORS INC	116.00
3/5/2013		SARALAND CITY SCHOOL SYSTEM	
3/5/2013		SATSUMA SCHOOL SYSTEM	447.52
3/5/2013	00277786	SENIOR COMPANION PROGRAM OF MO	
3/5/2013	00277787	SNAP ON TOOLS	89.00
3/5/2013	00277788	STANLEY CONVERGENT SECURITY SO	
3/5/2013		STAPLES BUSINESS ADVANTAGE	199.99
	00277790	SYSCO FOOD SERVICES GULF COAST	
	00277791	THAMES BATRE MATTEI BEVILLE AN	
3/5/2013			4,084.50
		ims Paid for General Invoices	
3/1/2013	00001554	SEVERED MATERIAL SEVERENCE TAX	7.513 10
2/27/2013		MOBILE CO PAYROLL ACCOUNT	
2/28/2013		MOBILE CO FEDERAL TAX ACCOUNT	
2/21/2013		MOBILE CO PAYROLL ACCOUNT	414,823.86
2/22/2013		MOBILE CO FEDERAL TAX ACCOUNT	
2/21/2013		MOBILE CO PAYROLL ACCOUNT	2,765.60
2/22/2013		MOBILE CO FEDERAL TAX ACCOUNT	
2/21/2013		MOBILE CO PAYROLL ACCOUNT	
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CHECK DATE	CHECK #	VENDOR	AMOUNT			
2/22/2013	00005555	MOBILE CO FEDERAL TAX ACCOUNT	7,571.18			
2/21/2013	00081264	MOBILE CO PAYROLL ACCOUNT	1,822,010.92			
2/22/2013	00081265	MOBILE CO FEDERAL TAX ACCOUNT	131,998.82			
2/27/2013	00081267	MOBILE CO PAYROLL ACCOUNT	415,766.65			
2/28/2013	00081269	MOBILE CO FEDERAL TAX ACCOUNT	27,535.16			
	Total Cla	\$2,993,081.48				
	Total Claims Paid					

Motion carried unanimously.

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#### AGENDA #3

APPROVE COST OF APPOINTED
ABSENTEE ELECTION OFFICIALS/
SPECIAL REPUBLICAN PRIMARY RUNOFF
ELECTION FOR SENATE 35/MARCH 12, 2013

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the cost of the appointed absentee election officials for the Special Republican Primary Runoff Election for Senate 35 to be held March 12, 2013, as follows:

Returning Officer	1	g	\$200.00	x1	\$	200.00
Managers	2	@	\$200.00	x2	\$	400.00
Clerks	3	<sub>@</sub>	\$160.00	x3	\$	450.00
Totals	6				\$1	,050.00

Motion carried unanimously.

#### AGENDA #4

APPROVE COST OF APPOINTED ELECTION OFFICIALS/SPECIAL REPUBLICAN PRIMARY RUNOFF ELECTION FOR SENATE 35/MARCH 12, 2013

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve the cost of the appointed election officials for the Special Republican Primary Runoff Election for Senate 35 to be held March 12, 2013, as follows:

Inspectors	32	@	\$200.00	x 32	\$ 6,400.00
Chief Clerks	32	@	\$175.00	x 32	\$ 5,600.00
Assistant Clerks	133	(a	\$150.00	x133	\$19,950.00

Totals 197 \$31,950.00

Motion carried unanimously.

#### AGENDA #5

APPROVE COST OF APPOINTED ELECTION OFFICIALS/MANDATORY TRAINING/SPECIAL REPUBLICAN PRIMARY RUNOFF ELECTION FOR SENATE 35/MARCH 12, 2013

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve the cost of the appointed election officials for mandatory training for the Special Republican Primary Runoff Election for Senate 35 to be held March 12, 2013, as follows:

Inspectors 32 @\$30.00 x32 \$ 960.00 Chief Clerks 32 @\$30.00 x32 \$ 960.00 Totals 64 \$1,920.00

Motion carried unanimously.

#### AGENDA #6

APPROVE EFP-129-13/APPROPRIATION CONTRACT/
BOARD OF SCHOOL COMMISSIONERS/DISTRICT 1 FUNDS/
BLOUNT HIGH SCHOOL FOOTBALL PLAYING FIELD

## The following is a synopsis of the comments made:

John Pafenbach, County Administrator, said there was an error in the language of this item. He said it should have said the contract was with the Board of School Commissioners instead of Blount High School PTO.

#### (End of synopsis)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve EFP-129-13, appropriation contract with the Board of School Commissioners in the amount of \$52,000.00, from

District 1 funds, for improvements to Blount High School football playing field, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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#### AGENDA #7

# APPROVE ANNUAL MAINTENANCE AGREEMENT/BERNEY OFFICE SOLUTIONS/PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve an annual maintenance \*agreement with Berney Office Solutions for the period February 1, 2013 through February 14, 2014, in the amount of \$450.15, for a copier at Probate Court. (\*Invoice only)

Motion carried unanimously.

#### AGENDA #8

ADOPT RESOLUTION ASSENTING TO VACATION OF DRAINAGE AND UTILITY EASEMENT/BRELAND HOMES, LLC

### The following is a synopsis of the comments made:

President Ludgood asked if this item requires a voice vote?

Martha Durant, Chief Staff Attorney, said the vacation was prepared under an older statute which was a simpler, quicker method and does not require a voice vote.

#### (End of synopsis)

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board adopt the following resolution:

WHEREAS, it having been made known to the Mobile County Commission that Breland Homes, LLC, the owner of certain real

property in Mobile County, Alabama, over and across which runs a drainage and utilities easement described as follows:

A 20' DRAINAGE & UTILITY EASEMENT AS SHOWN BY PLAT OF NEWCASTLE ESTATES - UNIT ONE, RECORDED AT MAP BOOK 109, PAGE 123, MOBILE COUNTY PROBATE RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, NEWCASTLE ESTATES UNIT ONE, RECORDED AT MAP BOOK 109, PAGE 123, MOBILE COUNTY PROBATE RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 471.16 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 55.25 FEET, (CHORD BEARS SOUTH 26 DEGREES 11 MINUTES 29 SECONDS EAST FOR 53.32 FEET); THENCE RUN SOUTH 52 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 136.99 FEET; THENCE RUN NORTH 61 DEGREES 15 MINUTES 57 SECONDS EAST, A DISTANCE OF 21.86 FEET; THENCE RUN NORTH 52 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 145.83 FEET; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 36.83 FEET, (CHORD BEARS NORTH 26 DEGREES 11 MINUTES 29 SECONDS WEST FOR 35.54 FEET); THENCE RUN NORTH 00 DEGREES 11 MINUTES 12 SECONDS EAST, A DISTANCE OF 471.16 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.30 ACRES, MORE OR LESS, AND LYING IN SECTION 11, TOWNSHIP 5 SOUTH, RANGE 3 WEST, ST STEPHENS MERIDIAN.

WHEREAS, Breland Homes, Inc. desires to vacate the same in accordance with the provisions of Section 35-2-54, Code of Alabama (1975); provided, that entities with utility lines, equipment or facilities in place at the time of the vacation shall have the right to continue to maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, it being shown to the satisfaction of the Commission that Breland Homes, LLC is the owner of all of the land abutting the above described easement; that the easement is not now being used and will be or has been relocated to another portion of property owned by Breland Homes, LLC; that is outside of any municipality; and that no other property owners will be denied convenient means of ingress and egress to and from their property by the said vacation;

NOW, THEREFORE, the Mobile County Commission, on the motion of Commissioner Carl, in whose district the above described easement is situated, does hereby assent to the vacation of the same; provided that entities with utility lines, equipment or facilities in place at the time of the vacation shall have the right to continue to maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

Motion carried unanimously.

#### AGENDA #9

#### AUTHORIZE REQUEST OF DOMESTIC RELATIONS ACCOUNTS DEPARTMENT/ STATE OF ALABAMA RENTAL AGREEMENT

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board authorize the request of the Domestic Relations Accounts Department to replace a copier whose contract has expired, and lease a similar copier from the State of Alabama Rental Agreement.

Motion carried unanimously.

#### AGENDA #10

AUTHORIZE REQUEST OF TREASURER FOR FUNDS/COMPENSATE ELECTION OFFICIALS/SPECIAL REPUBLICAN RUNOFF ELECTION FOR SENATE 35/MARCH 12, 2013

#### The following is a synopsis of the comments made:

Commissioner Carl asked if the County would be reimbursed for these funds from the State of Alabama?

John Pafenbach, County Administrator, said when there are only State questions on the voting ballot or if it was purely a State election, the County is reimbursed 100%. He said Mobile County pays election officials a little higher pay than other counties because of a local Act that was passed three (3) or four (4) years ago. Mr. Pafenbach said the County would be reimbursed the vast majority of the funds.

President Ludgood asked was March 4, 2013 the correct date?

Mr. Pafenbach said the letter from the Treasurer has March 4, 2013, which must be a typographical error and he would have it corrected in the Minutes to show correct election date is March 12, 2013.

(End of synopsis)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize the request of the Treasurer for funds in the amount of \$35,317.05, to compensate Election Officials for the Special Republican Runoff Election for Senate 35, March 12, 2013.

Motion carried unanimously.

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#### AGENDA #11

APPROVE JUVENILE DRUG COURT PROPOSAL/ SUBSTANCE ABUSE TREATMENT SERVICES/ THE BRIDGE, INC./JAMES T. STRICKLAND YOUTH CENTER/DETENTION SUBSIDY FUNDS

#### The following is a synopsis of the comments made:

John Pafenbach, County Administrator, said the program was actually a twelve-month program, but the students would be in the program for three (3) months.

President Ludgood asked if the Adult Drug Court Program was funded by the State of Alabama?

Mr. Pafenbach said yes, but it was not 100%.

President Ludgood asked why was the State of Alabama not funding this program for the Juvenile Drug Court?

Geoffrey Tynan of the James T. Strickland Youth Center, said years ago it was funded by the State of Alabama, but because of cutbacks the funding of this program has been discontinued.

President Ludgood said they must be careful when the State of Alabama stops funding programs because the cost gets passed down to the County. She said the same thing that is happening to the State of Alabama's revenue was the same thing happening to the County's revenue.

Commissioner Hudson asked if the amount was the total cost of the program and if they would be receiving funds from any other source?

Mr. Tynan said it was the total cost and they were not receiving funds from any other source.

President Ludgood said the County's statutory obligation was to provide detention services and this item is a court function which should be funded by the State of Alabama. She said Detention Subsidy Funds come from the State to make us whole for what we must pay out for detention services. President Ludgood said she has asked George Oaks, Building Maintenance Department Superintendent, to give her an estimated cost of the critical

maintenance needs at the facility to determine the funds that are remaining programmatically. She said if something goes wrong at the facility and the money has been spent, they would have to go into the General Fund Account to take care of it. President Ludgood suggested the Commission hold this item over.

Commissioner Hudson asked if this item was time sensitive?

Mr. Tynan said it was okay to hold this item over.

Commissioner Carl suggested the Commission hold this item over until they have had a chance to look at it more closely.

President Ludgood said she was sure the program was a good one, but the Commission would need time to look at the critical maintenance needs at the facility.

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board hold this item over until they have reviewed the maintenance report of the estimated costs on the critical needs at the facility.

Motion carried unanimously.

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#### AGENDA #12

ADOPT RESOLUTION AND ORDER AUTHORIZING ISSUANCE OF \$7,875,000.00 PRINCIPAL AMOUNT/GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2013/GENERAL OBLIGATION REFUNDING AND IMPROVEMENT WARRANTS, SERIES 2004

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board adopt the following resolution:

A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE OF \$7,875,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING WARRANTS (TAXABLE), SERIES 2013, AND PROVIDING FOR THE REDEMPTION AND PREPAYMENT OF A PORTION OF THE COUNTY'S GENERAL OBLIGATION REFUNDING AND IMPROVEMENT WARRANTS, SERIES 2004

BE IT RESOLVED and ORDERED by the County Commission (the "Commission") of Mobile County, Alabama (the "County"), as follows:

#### ARTICLE I

DEFINITIONS, USE OF WORDS AND PHRASES, AND FINDINGS BY THE COUNTY

Section 1.1 <u>Definitions</u>. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations:

"Authorizing Law" means Chapter 28 of Title 11, Code of Alabama, 1975.

"Bank" means Regions Bank, a state banking corporation having a principal corporate trust office in Mobile, Alabama, in its role as Warrant Registrar and Paying Agent and Depository for certain funds and accounts established hereunder.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Warrants (including persons holding Warrants through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Warrants for federal income tax purposes.

"Business Day" means any day other than a Saturday, Sunday or day on which banking institutions are required or authorized to close in the City of Mobile, Alabama, or New York, New York.

"Commission" means the governing body of the County as from time to time constituted.

"County" means the political subdivision of the State of Alabama known as Mobile County as it now exists, and any political subdivision resulting from any merger or consolidation thereof with any other political subdivision.

"Direct Participant" means securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations which participate in the Securities Depository with respect to the Warrants.

"Eligible Investments" means (a) Governmental Obligations, (b) certificates of deposit issued by banks or trust companies having at the time of the deposit combined capital, surplus and undivided profits of not less than \$5,000,000, (c) and funds consisting of undivided interests in Governmental Obligations offering maturities of one day or more.

"Escrow Trust Agreement" means the Escrow Trust Agreement, dated as of March 1, 2013, between the County and the Escrow Trustee, providing for payment of the Refunded Warrants.

"Escrow Trustee" means Regions Bank, as escrow trustee for the Series 2004 Warrants under the terms of the Escrow Trust Agreement.

"Government Obligations" means direct obligations of the United States of America and obligations unconditionally

guaranteed by the United States of America.

- "Interest Payment Date" means any February 1 or August 1, prior to payment of the Warrants.
- "Issuance Expense Fund" means the fund or account created pursuant to Section 7.1 hereof.
- "Overdue Interest" means interest due but not paid on the Interest Payment Date on which such interest is required to be paid.
- "Overdue Interest Payment Date" means the date fixed by the Bank, pursuant to the provisions of Section 2.7 hereof, for the payment of Overdue Interest.
- "Record Date" means, as to any Interest Payment Date, the January 15 or July 15 immediately preceding such Interest Payment Date
- "Redemption Date" means the date on which Warrants shall be called for redemption prior to their stated maturities under any of the provisions hereof.
- "Redemption Price" means the price at which Warrants may be redeemed on a Redemption Date.
- "Refunded Warrants" means those of the Series 2004 Warrants refunded with proceeds of the Warrants, as provided in the Escrow Trust Agreement, being all of the Series 2004 Warrants maturing on or after August 1, 2015.
- "Securities Depository" has the meaning given that term in Section  $2.10\ \mathrm{hereof}$ .
- "Series 2004 Warrants" means the County's General Obligation Refunding and Improvement Warrants, Series 2004, originally issued in the aggregate principal amount of \$34,805,000.
- "Warrant Holder" or "Holder" means the registered holder, from time to time, of any of the Warrants.
- "Warrants" means the \$7,875,000 principal amount of the County's General Obligation Refunding Warrants, Series 2013, as more particularly described in Section 2.2 hereof.
- $\ensuremath{\text{``2004 Resolution''}}$  means the Resolution of the Commission adopted on July 26, 2004 and providing for the issuance of the Series 2004 Warrants.
- Section 1.2 <u>Use of Words and Phrases</u>. The following provisions shall be applied wherever appropriate herein:
- Whenever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.
  - "Hereby", "herein", "hereinafter", "hereof", "hereunder"

and other equivalent words refer to this Resolution and Order as a whole and not solely to any particular portion thereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Section 1.3  $\underline{\text{Findings of Commission}}$ . Having made due and proper investigation of the matters hereinafter referred to, the Commission hereby finds and determines:

- (a) The County has heretofore issued the Series 2004 Warrants pursuant to the 2004 Resolution.
- (b) The County is not in default in the payment of principal of or interest on the Series 2004 Warrants or under the 2004 Resolution.
  - (c) The County has determined that it is necessary and in the interest of the public that the County refund a portion of those of the Series 2004 Warrants which are currently outstanding under the terms of the 2004 Resolution.
- (d) The County has further determined that it is necessary and in the interest of the public that it call for redemption those of the Refunded Warrants maturing on or after August 1, 2015.
- (e) Pursuant to the Authorizing Law, the County is authorized to issue its Warrants in order to refund the Refunded Warrants and to pledge for the security thereof proceeds of any tax or other revenue of the County.
- (f) Immediately after the issuance of the Warrants, the total indebtedness of the County chargeable against the general debt limitation for the County prescribed by the Constitution of the State of Alabama (not including debt chargeable against the special tax debt limitation provided in Amendment 18 to such Constitution) will not be more than 5% of the assessed valuation of taxable property within the boundaries of the County for the last fiscal year (ended September 30, 2011).

#### ARTICLE II

AUTHORIZATION, DESCRIPTION, EXECUTION, PAYMENT AND FORM OF THE WARRANTS

Section 2.1 <u>Authorization of the Warrants</u>. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly the Authorizing Law, and for the purposes of providing the funds to fund an escrow to pay the principal of and interest on the Refunded Warrants and paying the costs of issuance of the Warrants, there is hereby authorized to be issued by the County \$7,875,000 in aggregate principal amount of its General Obligation Refunding Warrants (Taxable), Series

Section 2.2 <u>Description of the Warrants</u>. The Warrants shall be issued only in fully registered form, without coupons, shall be dated the date of their initial issuance and delivery, shall be issued in principal amounts of \$5,000 or any integral multiple thereof, and shall be numbered from R-1 upwards in the order of their issuance and delivery. The Warrants shall bear interest from their date (or in the case of a Warrant registered in the name of a Holder on or after the first Interest Payment Date, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration) at the rates shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each February 1 and August 1 until payment of the principal amount thereof, beginning August 1, 2013, and shall mature on August 1 in the years and amounts, as follows:

Year of	Amount	Interest	Year of	Amount	Interest	
Maturity	Maturing	Rate	Maturity	Maturing	Rate	
2013	\$135,000	2.000%	2017	\$ 1,495,000	1.300%	
2014	\$240,000	0.600%	2018	\$ 1,515,000	1.550%	
2015	\$1,470,000	0.800%	2019	\$ 1,540,000	1.850%	
2016	\$1,480,000	1.050%				

Section 2.3 Execution of the Warrants. The Warrants shall be executed in the name of the County by the manual or facsimile signatures of the president and each member of the Commission and of the clerk of the Commission inscribed or printed or otherwise reproduced thereon (it being herein provided that a condition to the validity of each Warrant is the manual execution on behalf of the Bank of the Registration Certificate endorsed on each Warrant). The seal of the Commission, as the official seal of the County, shall be impressed or printed or otherwise reproduced thereon and shall be attested by the aforementioned signature of the clerk of the Commission. The said officers are hereby directed to cause the Warrants to be executed and sealed in the manner provided by this section.

Section 2.4 Places and Medium of Payment of the Warrants. Principal of and interest on the Warrants shall be payable in lawful money of the United States of America. The principal of the Warrants shall be payable at the principal office of the Bank in Mobile, Alabama, upon presentation and surrender of the Warrants as the same become due and payable. Interest on the Warrants shall be payable by check or draft mailed by the Bank to the lawful holders of the Warrants at the address shown on the registry books of the Bank pertaining to the Warrants as of the Record Date.

Section 2.5 Form of the Warrants and Related Certificates. The Warrants, the certificate of registration thereof, the registration thereof as a claim against the Warrant Fund, and the form of assignment thereof shall be in substantially the following form, with appropriate changes therein to conform to the applicable provisions hereof:

(Form of Warrant)

[FORM OF CAPTION FOR SERIES 2013 WARRANTS HELD IN BOOK ENTRY FORM]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No.			
	\$		

UNITED STATES OF AMERICA
STATE OF ALABAMA
COUNTY OF MOBILE
GENERAL OBLIGATION REFUNDING WARRANT (TAXABLE)
SERIES 2013

Maturity	Date	CUSIP No.	Interest
Rate		<u> </u>	

MOBILE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), for value received, hereby acknowledges that it is indebted in the principal sum of

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and hereby directs its Treasurer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

or registered assigns, on the maturity date specified above or such earlier date as this Warrant may be called for redemption, and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof (or in

the case of a Warrant registered in the name of the registered Holder hereof on or after August 1, 2013, as evidenced by the Certificate of Registration attached hereto, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration), until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, beginning August 1, 2013 (each such date herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this Warrant and (to the extent legally enforceable) on any overdue installment of interest on this Warrant at the rate borne hereby.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Warrant Resolution hereinafter described, be paid to the person in whose name this Warrant is registered at the close of business on the fifteenth  $(15^{\rm th})$  day of the month next preceding such Interest Payment Date.

The Warrants are being issued by means of a book-entry system with no physical distribution of warrant certificates to be made except as provided in the Warrant Resolution (as hereinafter defined). One warrant certificate, in the aggregate principal amount of each maturity of the Warrants, registered in the name of Cede & Co. as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Warrants, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Warrants by participants of DTC will be the responsibility of such participants and other nominees of such Beneficial Owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, and to participants or persons acting through such participants. While Cede & Co. is the registered owner of this Warrant, notwithstanding the provisions herein contained, payment of principal, interest and any redemption premium on this Warrant will be made in accordance with the existing arrangements between the Paying Agent and DTC.

Subject to the foregoing paragraph payment of interest on this Warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained with respect to the Warrants. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment

Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this Warrant and payment of accrued interest on this Warrant due upon redemption shall be made only upon surrender of this Warrant at a principal corporate trust office of the hereinafter described Bank in Mobile, Alabama. Upon the terms and conditions provided in the Warrant Resolution, the Holder of any Warrant or Warrants in an aggregate principal amount of not less than \$500,000 may request that payment of interest on such Warrant or Warrants be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Bank. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Warrant is one of the duly authorized issue of warrants of the County, aggregating \$7,875,000 in principal amount, entitled "General Obligation Refunding Warrants (Taxable), Series 2013" (the "Warrants") and issued under and pursuant to a resolution and order duly adopted by the governing body of the County (the "Warrant Resolution") and the constitution and laws of the State of Alabama, including particularly Chapter 28 of Title 11 of the Code of Alabama, 1975. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Resolution.

The Warrant Resolution provides that Regions Bank, a state banking corporation with a principal corporate trust office in the City of Mobile, Alabama (the "Bank"), will serve as Paying Agent and Registrar with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Warrant and the Warrant Resolution, the principal office of the Bank shall mean the office where the Bank maintains its principal corporate trust office in Mobile, Alabama, or such other office as shall be designated by the Bank by written notice to the County and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

Pursuant to the Warrant Resolution, the County has established a special fund for the payment of debt service on the Warrants (the "Warrant Fund") that will be held by the Paying Agent. The County has obligated itself to pay or cause to be paid into the Warrant Fund from taxes or from other revenues or general funds of the County sums sufficient to provide for the payment of debt service on the Warrants as the same becomes due and payable.

The Warrants having stated maturities on or after August 1, 2018 will be subject to redemption prior to maturity at the option of the County, on August 1, 2017 and on any date thereafter, as a whole or in part at the redemption price equal to 100% of the principal amount of each Warrant (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

If less than all Warrants then outstanding are called for redemption, the County shall specify the principal amount of Warrants and the maturities or portions thereof to be redeemed, and those Warrants (or portions thereof) of a single maturity to be redeemed shall be selected by the Bank by lot.

Written notice of the call for redemption of this Warrant (or portion of the principal thereof) shall be forwarded by registered or certified mail to the registered owner hereof, not less than thirty (30) or more than (60) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered Holder hereof shall surrender this Warrant to the Bank in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion hereof. Upon the giving of notice of redemption in accordance with the provisions of the Warrant Resolution, the Warrants (or principal portions thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Warrant Resolution to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for payment, and all future interest on the Warrants (or principal portion thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Warrants are so presented.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank, as Registrar and Transfer Agent of the County, and only upon surrender of this Warrant to such Registrar for cancellation, and upon any such transfer a new Warrant of like tenor herewith will be issued to the transferee in exchange therefor, all as more particularly described in the Warrant Resolution. Each Holder hereof, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions of the Warrant Resolution. Provision is also made in the Warrant Resolution for the exchange of Warrants for a like aggregate principal amount and in authorized denominations, all upon the terms and subject to the conditions set forth in the Warrant Resolution.

If this Warrant is called for redemption pursuant to the provisions of the Warrant Resolution the Registrar shall not be required to register or transfer this Warrant during the period of sixty (60) days next preceding the date fixed for redemption.

Registration, transfer and exchange of Warrants, other than to replace mutilated, lost, stolen or destroyed Warrants, shall be without expense to the Holder or transferee, but the Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

It has been ascertained and found, and it is hereby certified and recited, that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed or happen precedent to or in the issuance of this Warrant and the creation of the indebtedness evidenced and ordered paid hereby exist, have been performed and have happened, that such indebtedness has been registered as a claim against the Warrant Fund and is lawfully due without condition, and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the County, was when incurred and is now within every debt and other limit prescribed by the constitution and laws of Alabama.

Unless the Registration Certificate hereon as been executed by the Bank, as Registrar for the Warrants, by manual signature, this Warrant shall not be entitled to any benefit under the Warrant Resolution or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the County has caused this Warrant to be executed with the signatures of the President and each member of the County Commission and by the Administrator and Clerk of the County Commission, has caused its corporate seal to be hereunto impressed, and has caused this Warrant to be dated March 26, 2013.

(CE2.T.)	MOBILE COUNTY, ALABAMA
(SEAL)	Ву
	President of the County Commission
	Member of the County Commission
	Member of the County Commission
	Administrator and Clerk of the Mobile County Commission

March 11, 2013 (Form of Registration as Claim Against Warrant Fund)

I hereby certify that this Warrant has been registered by me as a claim against the Warrant Fund referred to in this Warrant.

Treasurer, Mobile County, Alabama

(Form of Registration Certificate)

#### DATE OF REGISTRATION:

This Warrant was registered in the name of the above-registered owner on the registration date set forth above.

REGIONS BANK, Mobile, Alabama

		By:	
Its	Authorized	Officer	

The following abbreviations, when used in the inscription on this Warrant or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

	TEN C TEN E		- -		enants enants		mmon e entiret	ies
JΤ	TEN	_	_				right of	
	survi	vorship a	nd not	t as t	tenants	s in		
	commo	n and not	as co	ommun	ity			
				prope	erty			
	UNIF	TRANS MIN						
	ACT		_					
					 (Custo	odian)	(Minor)	
				unde	r Unifo	orm Tra	ansfer to	Minors
				Act				

Additional abbreviations may be used although not in the above list.

# March 11, 2013 (Form of Assignment)

For value received	hereby
sell(s), assign(s) and transfer(s) unto	
the within Warrant and hereb	νV
irrevocably constitute(s) and appoint(s), attorney,	-
full power of substitution in the premises, to trans	
Bond on the books of the within mentioned Bank.	ICI CIIC
bond on the books of the within mentioned bank.	
Dated this the day of	
Dated this the day of,	·
	<b>-</b> .
NOTE: The signature on this assignme	ent
must correspond with the name of the	
registered owner as it appears on the	
face of the within Warrant in every	
particular, without alteration,	
enlargement or change whatsoever.	
Signature quaranteed:	
(Bank, Trust company or Firm)	
By:	
(Authorized Officer)	
(Addiofized Officer)	
Its Medallion Number	
Signature(s) must be guaranteed by an eligible guar	
institution which is a member of a recognized signa	
guarantee program, i.e., Securities Transfer Agents	
Medallion Program (STAMP), Stock Exchanges Medallion	Program
(SEMP), or New York Stock Exchange Medallion Signat	ure
Program (MSP)	

Section 2.6 Home Office Payment Agreement. Upon the written request of the Holder of any Warrant or Warrants having an aggregate principal amount of not less than \$500,000, the Bank will make payment of interest due on such Warrant or Warrants upon any Interest Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same day funds that is acceptable to the Bank, provided that payment of the principal of and redemption premium (if any) on such Warrant or Warrants shall be made only upon surrender of such Warrant or Warrants to the Bank, as Paying Agent.

Section 2.7 <u>Interest After Payment Due Date</u>. The Warrants, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon, shall bear interest after the maturity dates thereof until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Warrant Holder

solely by reason of such Warrant Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Bank as follows:

- (a) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest, the Bank shall fix an Overdue Interest Payment Date for payment of such Overdue Interest, which date shall be not more than twenty (20) days following the expiration of the ten-day period after receipt of funds by the Bank;
- (b) Overdue Interest shall be paid by check or draft mailed by the Bank to the persons in whose names the Warrants were registered in the registry books of the Bank pertaining to the Warrants on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner herein prescribed to the persons in whose names the Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 2.8 <u>Temporary Warrants</u>. Pending the preparation of definitive Warrants the County may execute, and upon request of the County the Bank shall register and deliver, temporary Warrants which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Warrants in lieu of which they are issued, but numbered from T-1 upwards, without other identification numbers, and with such other appropriate insertions, omissions, substitutions and other variations as the officers executing such Warrants may determine, as evidenced by their execution of such Warrants.

Any such temporary Warrants shall be executed by the manual signatures of each member of the Commission as required in Article II of this Ordinance and be executed and attested by the clerk of the Commission. All such temporary Warrants shall have impressed thereon the seal of the County.

If temporary Warrants are issued, the County will cause definitive Warrants to be prepared without unreasonable delay. After the preparation of definitive Warrants, the temporary Warrants shall be exchangeable for definitive Warrants upon surrender of the temporary Warrants at the principal office of the Bank, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Warrants the County shall execute and the Bank shall authenticate and deliver in exchange therefor a like principal amount of definitive Warrants of authorized denominations. Until so exchanged, temporary Warrants shall in all respects be entitled to the security and benefits of this Warrant Resolution.

Section 2.9 Payments Due on a Day Other Than a Business

 $\underline{\text{Day}}$ . If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding date which is a Business Day with the same effect as if made on the day such payment was due.

Section 2.10 <u>Book Entry System.</u> The County may from time to time enter into, and discontinue, an agreement with a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (a "Securities Depository"), which is the owner of the Warrants, to establish procedures with respect to the Warrants, not inconsistent with the provisions of this Warrant Resolution; provided, however, that any such agreement may provide:

- (a) that such Securities Depository is not required to present a Warrant to the Bank in order to receive a partial payment of principal;
- (b) that a legend shall appear on each Warrant so long as the Warrants are subject to such agreement; and
- (c) that different provisions for notice to such Securities Depository may be set forth therein.

So long as an agreement with a Securities Depository is in effect, the County, the Bank and any paying agent or bond registrar shall not have any responsibility or liability with respect to the payment of principal, purchase price, premium, if any, or interest on the Warrants to the Beneficial Owners or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or any payments made to such Beneficial Owners.

#### ARTICLE III

## GENERAL OBLIGATION; PROVISION FOR PAYMENT OF WARRANTS

Section 3.1 <u>General Obligation</u>. The indebtedness evidenced by the Warrants is and shall be a general obligation of the County and the full faith and credit of the County are hereby irrevocably pledged to the payment of the principal thereof and interest thereon.

Section 3.2 Continued Levy of Taxes; Maintenance of Warrant Fund. The County agrees that, so long as the principal of or interest on any of the Warrants remains unpaid, the County will annually levy and collect taxes, insofar as such taxes may be permitted by the present or any future provisions of the Constitution and laws of Alabama, in such amounts as may be necessary to provide for the payment of the principal of and interest on the Warrants. The County further agrees that so long as the principal of or interest on any of the Warrants remains unpaid it will deposit in the Warrant Fund with respect to such Warrants, not later than

the Business Day next preceding an Interest Payment Date, an amount which, when added to the amounts then on deposit in such Warrant Fund, will equal the principal and interest due with respect to the Warrants on such Interest Payment Date.

#### Section 3.3 Provision for Payment of Warrants.

- (a) If the principal of and interest on the Warrants is paid in accordance with the terms of the Warrants and this Resolution, then all covenants, agreements and other obligations of the County to the Holders of such Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Bank shall pay to the County any surplus remaining in the Warrant Fund.
- (b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 3.3 if
- (1) the County and the Bank (or another bank acting as trustee) enter into an appropriate trust agreement under which there shall be deposited, for payment or redemption of such Warrants and for payment of the interest to accrue thereon until maturity or redemption, and any redemption premium thereon, Government Obligations and cash or any combination of cash and Government Obligations which, together with the income to be derived from such, will produce monies sufficient to provide for the payment, redemption and retirement of such Warrants as and when the same become due;
- (2) the County shall have adopted all necessary proceedings providing for the redemption of any such Warrants that are required to be redeemed prior to their respective maturities and shall have instructed the Bank or other trustee under the aforesaid trust agreement to provide such notices of redemption as are required under this Resolution;
- (3) The County and the Bank shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Warrants that are to be paid in accordance with such trust; and
- (4) The County and the Bank shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Bank stating that such trust will produce monies sufficient to provide for the full payment and retirement of such Warrants as and when the principal of and interest and redemption premium (if any) on such Warrants shall come due.
- Section 3.4. <u>Retention of Moneys for Payment of</u>
  Warrants. The amounts held by the Bank for the payment of

the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Bank for the holders of the Warrants entitled thereto, and for the purposes of this Ordinance the principal of and interest on such Warrants shall no longer be considered to be unpaid. All liability of the County to the Holders of such Warrants and all rights of such Holders against the County under the Warrants or under this Ordinance shall thereupon cease and terminate, and the sole right of such Holders shall thereafter be against such funds. If any Warrant shall not be presented for payment within a period of five (5) years following the date when such Warrant becomes due, whether by maturity, redemption or otherwise, or if the check or draft providing for any payment of interest on any Warrant shall not have been negotiated within such period, the Bank shall return to the County any moneys theretofore held by it for payment of such Warrant or such interest, subject to applicable laws of escheat.

#### ARTICLE IV

#### REDEMPTION PROVISIONS

Section 4.1 Optional Redemption of the Warrants. Those of the Warrants having stated maturities on or after August 1, 2018 will be subject to redemption prior to maturity at the option of the County, on August 1, 2017 and on any date thereafter, as a whole or in part at the redemption price equal to 100% of the principal amount of each Warrant (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

In the event that less than all of the principal of the Warrants is redeemed and prepaid, those maturities to be redeemed shall be designated by the County at its discretion. In the event that less than all of the principal of the Warrants of a single maturity is to be redeemed and prepaid, the Bank shall, by lot, select that portion of the principal of the Warrants of such maturity to be redeemed and prepaid. Any such partial redemption shall be in principal amounts of \$5,000 or multiples thereof.

Authorizing Redemption. Not more than sixty (60) or less than thirty (30) days prior to the Redemption Date, the County (or the Bank on behalf of the County) shall give, or cause to be given, written notice of such redemption and prepayment by United States mail, registered or certified, to the Holders of each of the Warrants to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Registrar, stating that the Warrants (or principal portions thereof) have been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest thereon will cease to accrue after the Redemption Date. Such notice shall also contain the warrant numbers and any identification numbers of the

Warrants or portions thereof to be redeemed and the place where such Warrants are to be surrendered for payment.

The holders of any of the Warrants to be redeemed may waive the requirements for notice with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants. The County shall cause to be paid and made available at the office of the Bank, on or prior to the Redemption Date the total Redemption Price of the Warrants (or portions thereof) so called for redemption on such date. Out of the moneys so deposited with it, the Bank shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

In addition to the foregoing notice, further notice shall be given by or on behalf of the County to all registered securities depositories and to one or more national information services that disseminate notices of redemption of obligations such as the Warrants. No defect in the further notice required in this paragraph, and no failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as described in the first paragraph of this Section 4.2.

Any optional redemption or prepayment of the Warrants or any portion thereof shall be effected upon a call by the County, as evidenced by a Resolution of the Commission, for redemption and prepayment of the Warrants to be so redeemed, which Resolution shall state (i) that the County is not in default in the payment of the principal of or interest on any of the Warrants or (ii) that all of the Warrants then outstanding are to be retired on the Redemption Date.

Section 4.3 Result of Redemption of Warrants. Upon compliance with the requirements set forth in this Article IV, and if the County is not on the Redemption Date in default in the payment of the principal of or interest on the Warrants, the Warrants (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price and on the Redemption Date specified in the notice provided for in Section 4.2, and the Holders thereof shall then and there surrender them for redemption; provided, however, that in the event that less than all of the outstanding principal of any Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be prepaid in part to the Bank in exchange, without expense to the Holder, for a new Warrant of like tenor except in a principal amount equal to the unredeemed portion of the Warrant. All future interest on the Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date.

#### ARTICLE V

REGISTRATION AND TRANSFER OF THE WARRANTS

Section 5.1 Registration and Transfer of the Warrants. The Warrants shall be registered as to both principal and interest. Each Warrant shall have endorsed thereon a registration certificate substantially in the form provided in Section 2.5 hereof, and a condition to the validity of each Warrant shall be the manual execution of such certificate on behalf of the Bank. The Bank is hereby appointed as the Registrar and Transfer Agent for the Warrants, and shall be authorized to keep at its office proper registry books in which it shall register the Warrants, as to both principal and interest, noting the registry on the Warrants so presented. Such registration shall conclusively designate the Warrant Holder as the sole person to whom or on whose order the payment of the principal of and interest on the Warrants so registered may be made. After such registration no transfer of a Warrant so registered shall be valid unless it is presented at the said office with written power to transfer, properly stamped if required, in form and with guaranty of signature satisfactory to the Registrar, and such new registration noted thereon by the Registrar. If any Warrant shall be duly called for redemption pursuant to the provisions hereof, the Registrar shall not be required to transfer such Warrant during the period of sixty (60) days next preceding the date fixed for its redemption.

Section 5.2 Exchange of Warrants. Upon request of the Holder of any Warrant, the County shall execute, and the Bank shall register and deliver, upon surrender to the Bank of the Warrant or Warrants, in exchange therefor, a Warrant or Warrants of like tenor in different authorized principal amounts (of \$5,000 or integral multiples thereof), together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the persons surrendering such Warrant or Warrants.

Section 5.3 Costs of Registration, Transfer and Exchange. The registration, transfer and exchange of Warrants (other than pursuant to Section 5.5 hereof) shall be without expense to the Holder or transferee. In every case involving a transfer, registration or exchange, such Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

Section 5.4 <u>Effect of Registration</u>. The County, the Registrar, and the Paying Agent may deem and treat the person in whose name a Warrant is registered on the books of the Registrar as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Warrant is registered shall, to the extent of such payment, fully discharge all liability thereof.

Section 5.5 Replacement of Mutilated, Lost, Stolen or Destroyed Warrants. In the event that any Warrant is

mutilated, lost, stolen or destroyed, the County may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided, that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the County and the Bank, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the County and the Bank evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The County may charge the Holder with the expense of issuing any such new Warrant.

- Section 5.6 Provisions with Respect to Bank. (a) Appointment of Bank and Acceptance of Duties. The Bank is herein designated and appointed and shall act as registrar, transfer agent and payment agent with respect to the Warrants. By its acceptance of such duties hereunder, the Bank shall accept and agree to perform the duties required by this Resolution, subject, however, to the following conditions:
- (i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Bank.
- (ii) In the absence of bad faith or negligence on its part, the Bank may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bank, the Bank shall be under a duty to examine the same to determine whether they conform to the requirements of this Resolution.
- (iii) The Bank shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.
- (iv) No provision of this Resolution shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

- (v) The Bank may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.
- (vi) The Bank need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such Warrant.
- (vii) Any action taken by the Bank at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any Warrant issued hereunder in lieu thereof.
- (viii) The Bank may be a Holder or a pledgee of any of the Warrants as if not Bank hereunder.
- $\,$  (ix) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.
- (x) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Resolution or otherwise to invest any such moneys, except as specifically required by this Resolution or as may be required by law or other written agreement between the County and the Bank.
- (xi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.
- (xii) The Bank shall, upon reasonable request, inform the County of the amount at the time on deposit in any of the special funds or accounts created hereunder.
- (xiii) The recitals of fact herein and in the Warrants are statements by the County and not by the Bank, and the Bank is in no way responsible for the validity or security of the Warrants or the validity of the security afforded hereby.
- (b) Resignation by Bank. The Bank and any successor Bank may resign and be discharged from the duties under this Resolution by causing written notice specifying the effective date, postage prepaid, to the County and to every Holder of a Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the Holders of the Warrants as herein provided, such date shall be at least sixty (60) days after the date on which notice to the County and the Holders of the Warrants shall have been mailed.
- (c) Removal of Bank. The Bank may be removed at any time by an instrument or concurrent instruments in writing

delivered to the Bank and to the County and signed by the Holders of a majority in aggregate principal amount of the Warrants then outstanding.

Appointment of Successor Bank; Interim Bank. case the Bank shall resign, be removed, be dissolved, be in course of dissolution of liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by Holders of a majority in aggregate principal amount of the Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the County, by an instrument signed by the President of the Commission, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the County will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the County shall immediately and without further act be superseded by the Bank appointed by the holders of the Warrants.

The County shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the County shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section shall be a trust company or bank which is qualified to perform all duties of the Bank under this Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

(e) Concerning any Successor Bank. Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall nevertheless, on the written request of the County or such successor Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

- (f) Merger or Consolidation of Bank. Any corporation into which the bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank, shall be the successor of the Bank hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Warrants shall have been executed by the Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Bank had itself registered such Warrants.
- (g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the County shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

#### ARTICLE VI

# EXECUTION AND DELIVERY OF THE WARRANTS; USE OF PROCEEDS THEREFROM

Section 6.1 <u>Authority to Execute and Deliver the Warrants</u>. The President of the Commission and the Administrator and Clerk of the Commission are hereby authorized and directed to cause the Warrants to be

executed, sealed and attested as provided herein and delivered to the purchaser thereof upon payment to the County of the sale price therefor.

- Section 6.2. <u>Sale of Warrants</u>. The County does hereby (i) approve the sale of the Warrants to Merchant Capital LLC at a purchase price of \$7,836,372.90 (which reflects an underwriter's discount of \$39,375.00 and original issue premium of \$747.90), and (ii) ratify and approve the execution of the Warrant Purchase Agreement dated March 5, 2013 between the County and the purchasers.
- Section 6.3 <u>Application of Proceeds of Sale;</u>
  <u>Additional Sums</u>. The gross proceeds derived from the sale of the Warrants shall be used solely for the following purposes:
- (a) The amount of \$7,772,038.00 shall be paid to the Escrow Trustee for deposit into the Escrow Trust Fund created in the Escrow Trust Agreement; and

(b) The remainder of the proceeds of the sale of the Warrants, less the amount of the Underwriters Discount, shall be deposited into the Issuance Expense Fund and applied for the purposes described in Section 7.1.

#### ARTICLE VII

#### CREATION OF ISSUANCE EXPENSE FUND AND WARRANT FUND; COVENANTS WITH RESPECT TO WARRANT PROCEEDS

Section 7.1 <u>Issuance Expense Fund</u>. There is hereby created a special account, the full name of which shall be the "Mobile County Issuance Expense Fund, 2013." The Issuance Expense Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended as hereinafter provided. Regions Bank, Mobile, Alabama is hereby designated as the Depository of the Issuance Expense Fund. The County will apply, or cause the Depository to apply, the moneys in the Issuance Expense Fund solely for payment of costs of issuance of the Warrants, as and when such costs become due and payable.

Moneys may be withdrawn from the Issuance Expense Fund upon requisition or order signed on behalf of the County by its duly authorized officer, or by check, draft or order, signed on behalf of the County by its duly authorized officer. The Depository shall be fully protected in paying out any moneys at the time on deposit in the Issuance Expense Fund upon such requisition or order or on checks, drafts or orders signed as hereinabove provided by an authorized officer of the County, and the said depository shall not be liable for the misapplication by the County of any moneys at any time forming a part of the Issuance Expense Fund if such moneys shall be so disbursed without knowledge or reason on the part of said depository to believe that such disbursement constitutes a misapplication of funds. Any amounts remaining on deposit in the Issuance Expense Fund on the date that is ninety (90) days after the date of issuance of the Warrants shall be transferred to the Warrant Fund and applied to the payment of principal of or interest on the Warrants on the next date such principal or interest is due, but in no event to the payment of interest coming due on or after the third anniversary of the date of issuance of the Warrants.

### Section 7.2 Warrant Fund.

(a) There is hereby created a special account, the full name of which shall be the "Mobile County Warrant Fund, 2013." The Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Warrants. The Bank is hereby designated as the custodian of the Warrant Fund.

On or before the Business Day next preceding any Interest Payment Date, the County shall deposit into the Warrant Fund an amount which, when added to the amounts

already on deposit therein, will be sufficient to provide for the payment of all principal of and interest on the Warrants coming due on such Interest Payment Date. Monies deposited in the Warrant Fund shall be used by the Bank for the payment of principal and interest of the Warrants, and for no other purpose until the payment in full of the Warrants.

Section 7.3 Investment of Moneys in Accounts. So long as the County shall not be in default hereunder it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments any or all of the moneys in the Warrant Fund; provided, that each such investment in the Warrant Fund shall mature not later than the Interest Payment Date next following the date such investment is made. The County may, at any time and from time to time, invest any or all moneys in the Issuance Expense Fund in Eligible Investments or in such other investments as shall at the time be permitted under the laws of the State of Alabama for county funds. In the event of any such investment, the securities in which the investment is made shall become a part of the fund in which they are held and shall be held by the depository for the moneys so invested to the same extent as if they were moneys on deposit in such fund. The County may at any time and from time to time cause any securities in which any such investment shall be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the fund in which the investment was held. Each depository for the

Warrant Fund or Issuance Expense Fund shall be fully protected in making investments, sales, and conversions of any such securities upon written direction given to it by the Commission or its designee.

Section 7.4 Security for Funds. Any money on deposit in any fund or account or held by the Bank or any other custodian pursuant to this Resolution shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the County and the Holders by holding on deposit as collateral security direct obligations of the United States of America or obligations unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of public funds under the regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or, to the extent permitted thereunder, in accordance with the Security for Alabama Funds Enhancement Act, codified as Title 41, Chapter 14A of the Code of Alabama 1975.

# March 11, 2013 REDEMPTION OF SERIES 2004 WARRANTS

Section 8.1 <u>Call for Redemption and Payment</u>. As of the date of this Bond Resolution there is presently outstanding \$20,390,000 of the Series 2004 Warrants, which bear interest and mature on August 1 in the years as set forth below:

Year of Maturity	Interest Rate	Principal Amount
2013	4.500%	\$3,000,000
2013	5.250%	\$3,440,000
2014	3.750%	\$6,700,000
2015	5.250%	\$1,315,000
2016	4.000%	\$1,385,000
2017	5.250%	\$1,440,000
2018	5.250%	\$1,515,000
2019	4.250%	\$ 305 <b>,</b> 000
2019	5.250%	\$1,290,000

The Board hereby calls those of the outstanding Series 2004 Warrants scheduled to mature in 2015 and thereafter (said Series 2004 Warrants, the "Called Series 2004 Warrants") for redemption and payment on August 1, 2014 (said date herein called the "Redemption Date"), the said redemption to be effected at a redemption price equal to 100% of the principal amount of the Called Series 2004 Warrants so redeemed plus accrued interest thereon to the Redemption Date. Regions Bank, in its capacity as paying agent for the Series 2004 Warrants and as escrow trustee under the Escrow Trust Agreement, is hereby authorized and directed to give notice of and effect said redemption of the Called Series 2004 Warrants in the manner provided in the 2004 Resolution, and to take all such other action as shall be necessary or desirable to carry out the foregoing.

### ARTICLE IX

# APPROVAL OF OFFICIAL STATEMENT; APPROVAL OF SALE; MISCELLANEOUS PROVISIONS

Section 9.1 Approval of Official Statement. The Commission hereby approves and ratifies the actions heretofore taken in connection with the preparation and distribution of a Preliminary Official Statement respecting the Warrants which Preliminary Official Statement has heretofore been deemed final within the meaning of Securities and Exchange Commission Rule 15c2-12. The Commission hereby approves and adopts the final Official Statement dated March 5, 2013, respecting the Warrants, the said final Official Statement to be in substantially the form presented to the meeting of the Commission at which this resolution is adopted. The Commission further authorizes the use and distribution of the said Official Statement by the

underwriters in connection with the reoffering of the Warrants. In evidence of the approval by the Commission of the said Official Statement, the President of the Commission is hereby authorized and directed to sign manually and deliver the said Official Statement, on behalf of the Commission, with such changes and additions as the President of the Commission shall deem necessary or desirable to consummate the sale and issuance of the Warrants, the determination of the definitive form of the said Official Statement by the President of the Commission to be conclusively established by execution of such document.

Section 9.2 Authorization of Continuing Disclosure Agreement. Upon delivery of the Warrants to the purchaser thereof, the President of the Commission and the Clerk of the County are hereby authorized and directed to execute and deliver for and on behalf of the County, the Continuing Disclosure Agreement in substantially the form presented at the meeting of the Commission at which this Resolution is adopted. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder or with respect to the Warrants; provided, however, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section 9.2.

Section 9.3. <u>Authorization of Escrow Trust Agreement.</u>
Upon delivery of the Warrants to the purchasers thereof, the President of the Commission and Administrator and Clerk of the County are hereby authorized and directed to execute and deliver for and on behalf of the County, the Escrow Trust Agreement in substantially the form presented at the meeting of the Commission at which this Resolution is adopted.
Regions Bank, as the escrow trustee under the Escrow Trust Agreement, is authorized and directed to cause the moneys held by it thereunder to be invested in the manner specified therein.

Section 9.4 <u>Further Acts</u>. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Warrants and in the execution and delivery of the Official Statement or as contemplated by this Warrant Resolution.

The President of the Commission and the Administrator

and Clerk are authorized and directed to prepare and furnish to the purchasers of the Warrants, when the Warrants are issued, certified copies of all the proceedings and records of the Commission relating to the Warrants, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Warrants as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 9.5 <u>Contractual Provisions</u>. The provisions of this Resolution shall constitute a contract between the County and the Holders at any time of the Warrants. Upon payment in full of the principal of and interest on the Warrants the obligations of the County hereunder shall cease with respect to such Warrants.

Section 9.6 <u>Warrants Payable at Par</u>. Each bank at which the Warrants may at any time be payable, by acceptance of its duties as paying agent there for, shall be construed to have agreed thereby with the Holders of the Warrants that all remittances made by it on the Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses.

Section 9.7 <u>Severability</u>. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution and order.

Section 9.8 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Resolution and Order are to the extent of such conflict are hereby repealed.

Motion carried unanimously.

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#### AGENDA #13

AUTHORIZE LETTER OF COMMITMENT/ HOME FUNDS/CMB INVESTMENTS/ ALABAMA HOUSING FINANCE AUTHORITY

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board authorize a Letter of Commitment for \$500,000.00 of HOME Funds to CMB Investments, to develop multi-family rental units for the elderly. The Letter of

Commitment is subject to the organization receiving the low income tax credit award from the Alabama Housing Finance Authority for project(s) in Mobile County.

Motion carried unanimously.

#### AGENDA #14

# APPROVE APPLICATION FOR LIQUOR LICENSE/MAA PETROLEUM LLC

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve the application of MAA Petroleum LLC, for off premises retail beer and table wine license, Irvington Food Mart, 9436 Irvington Bayou La Batre Highway, Irvington, Alabama 36544. (District 3)

Motion carried unanimously.

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#### AGENDA #15

# APPROVE APPLICATION FOR LIQUOR LICENSE/JOANNA MARIA HUYNH

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the application of Joanna Maria Huynh, for off premises retail beer and table wine license, D and J Market, 8468 Highway 45, Suite 1, Eight Mile, Alabama 36613. (District 2)

Motion carried unanimously.

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#### AGENDA #16

AWARD BID #12-13/SCORE KEEPER SERVICES/ WEST MOBILE COUNTY PARK/SANDRA WALKER

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board award Bid #12-13, score keeper

services for West Mobile County Park, to Sandra Walker for her negotiated bid in the amount of \$9.00 per game and forfeits; and \$12.00 per season playoff games.

Motion carried unanimously.

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#### AGENDA #17

APPROVE RENEWAL OF MAINTENANCE AGREEMENT/INTUIT QUICKBOOKS ENTERPRISE SOLUTIONS/TREASURER'S OFFICE

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve renewal of a maintenance \*agreement with Intuit QuickBooks Enterprise Solutions in the amount of \$1,450.00, for the Treasurer's Office. (\*Invoice only)

Motion carried unanimously.

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#### AGENDA #18

APPROVE FILLING UNSKILLED
LABORER POSITION/ENVIRONMENTAL
ENFORCEMENT DEPARTMENT

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve filling one (1) full-time Unskilled Laborer position, vacant due to resignation of a Public Service Worker I (PSW I), in the Environmental Enforcement Department.

Motion carried unanimously.

AGENDA #19

APPROVE EFP-127-13/CONTRACT/ BLOUNT HIGH SCHOOL PTO/ DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve EFP-127-13, contract with Blount High School PTO in the amount of \$5,533.50, from District 1 funds, for a student leadership conference, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

#### AGENDA #20

#### APPROVE EFP-206-13/ BURNS MIDDLE SCHOOL

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve EFP-206-13, to purchase and deliver four (4) loads of washed sand for Burns Middle School. (Estimated cost is \$1,105.00)

Motion carried unanimously.

Motion carried unanimously.

#### AGENDA #21

ASSIGN LA RESEARCH AND ENGINEERING, INC./PROFESSIONAL ENGINEERING SERVICES CONTRACT/CIP-2013-010/GOVERNMENT PLAZA

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board assign LA Research and Engineering, Inc., the professional engineering services contract to perform the project development, bidding and administration of CIP-2013-010, for elevator controllers upgrade at Government Plaza. The fee will be on a time and materials basis, not to exceed the amount of \$72,000.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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#### AGENDA #22

ASSIGN LA RESEARCH AND ENGINEERING, INC./PROFESSIONAL ENGINEERING SERVICES CONTRACT/CIP-2013-009/BAY HAAS BUILDING

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board assign LA Research and Engineering, Inc., the professional engineering services contract to perform the project development, bidding and administration of CIP-2013-009, for a new roof at the Bay Haas Building. The fee will be on a time and materials basis, not to exceed the amount of \$9,000.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #23

APPROVE REQUEST/VIGOR HIGH SCHOOL/WAIVE ENTRANCE FEES FOR USE OF CHICKASABOGUE PARK/REDUCE ADMISSION FEE FOR SENIORS FOR USE OF PAVILION

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the request of Vigor High School to waive entrance fees for use of Chickasabogue Park for the week of March 18, 2013 through March 22, 2013; and reduce the admission fee of seniors for use of the pavilion on Friday, May 18, 2013.

Motion carried unanimously.

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#### AGENDA #24

APPROVE SUPPLEMENTAL AGREEMENT NO. 3/ REMEDIAL SERVICES, INC./CCP-127-09(B)/ NMCIP DEMOLITION, PHASE II

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve Supplemental Agreement No. 3 with Remedial Services, Inc., for CCP-127-09(B), NMCIP Demolition, Phase II, for a decrease in the contract in the amount of \$360.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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### AGENDA #25

APPROVE SUPPLEMENTAL AGREEMENT NO. 4/
JOHN G. WALTON CONSTRUCTION COMPANY, INC./

### March 11, 2013 PROJECT MCR-2008-204/MACK HINTON ROAD EAST

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve Supplemental Agreement No. 4 with John G. Walton Construction Company, Inc., for Project MCR-2008-204, Mack Hinton Road East, for the addition of one (1) item, for an increase in the contract in the amount of \$1,543.36, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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#### AGENDA #26

APPROVE SUPPLEMENTAL AGREEMENT NO. 3/
JOHN G. WALTON CONSTRUCTION COMPANY, INC./
PROJECT MCR-2010-012/INTERSECTION IMPROVEMENTS
SNOW ROAD NORTH AT WULFF ROAD SOUTH

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve Supplemental Agreement No. 3 with John G. Walton Construction Company, Inc., for Project MCR-2010-012, Intersection Improvements Snow Road North at Wulff Road South, for the addition of one (1) item, for an increase in the contract in the amount of \$540.00, and authorize the President of the Commission to execute the agreement on behalf on Mobile County.

Motion carried unanimously.

#### AGENDA #27

APPROVE RELOCATION AGREEMENT/ SOUTH ALABAMA UTILITIES/PROJECT MCR-2010-204/BOOTHTOWN ROAD

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve a relocation agreement for relocation of existing water facilities in conflict with proposed roadway improvement with the South Alabama Utilities, for Project MCR-2010-204, Boothtown Road. Estimated cost to the County is \$55,177.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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# March 11, 2013 ADOPT RESOLUTION ACCEPTING ROADS AND RIGHTS-OF-WAY/STILLWATER SUBDIVISION PHASE 2/ACCEPT WARRANTY DEED/DISTRICT 3

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board adopt the following resolution:

**BE IT RESOLVED** by the Mobile County Commission that it accepts Amstel Drive and Alesmith Drive in Stillwater Phase Two Subdivision;

**BE IT RESOLVED,** that the Mobile County Commission also accepts road rights-of-way on Amstel Drive and Alesmith Drive in this subdivision;

BE IT RESOLVED, that the streets and rights-of-way in Stillwater Phase Two Subdivision, are accepted together with the drainage system as it affects said roads, as shown on subdivision plat of Stillwater Phase Two Subdivision, according to map prepared by Preble-Rish LLC, dated February 27, 2013, as paved County roads to be maintained as part of the County Highway System and approved by the County Engineer, and accept Warranty Deed for the rights-of-way as shown on this plat, MB 109/PG 123. (District 3)

Motion carried unanimously.

#### AGENDA #29

APPROVE WAIVING ALL APPLICABLE
SECTIONS OF MOBILE COUNTY SUBDIVISION
REGULATIONS/APPROVE PRELIMINARY AND FINAL
PLAT/DAVISON ROAD SUBDIVISION/DISTRICT 2

#### The following is a synopsis of the comments made:

Commissioner Carl asked if there were any problems from an engineering or environmental standpoint?

Richard A. Mitchell, Deputy Public Works Director, said no.

### (End of synopsis)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the request of waiving all applicable sections of Mobile County Subdivision Regulations relative to private dirt roads and the Big Creek Lake Watershed for Davison Road Subdivision and approving preliminary and final plat of Davison Road Subdivision. (1 lot, Davison Road, District 2)

President Ludgood voted no.

Motion carried.

#### AGENDA #30

APPROVE CONTRACT/PAYNE ENVIRONMENTAL SERVICES, INC./COUNTY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT/ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the contract with Payne Environmental Services, Inc., to perform sampling, testing and consulting services pursuant to the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit as administered by the Alabama Department of Environmental Management (ADEM), and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #31

APPROVE CONTRACT/BARRY A. VITTOR AND ASSOCIATES, INC./PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the contract with Barry A. Vittor and Associates, Inc., to provide professional environmental consulting services, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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### AGENDA #32

APPROVE ACCEPTANCE OF COASTAL IMPACT ASSISTANCE PROGRAM (CIAP) GRANT AWARD NO. F12AF701453,

AMENDMENT 1/U. S. FISH & WILDLIFE SERVICE, WILDLIFE & SPORT RESTORATION PROGRAM/PROJECT NO. CIAP-MC06-0001/MOBILE COUNTY RECYCLING FACILITY PROJECT

#### The following is a synopsis of the comments made:

President Ludgood asked if they have a groundbreaking date?

Commissioner Hudson said they have not finished all of the engineering work. She asked G. William Melton, Environmental Services Director, how do they stand?

Mr. Melton said their target date was April, 2013.

#### (End of synopsis)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the acceptance of the Coastal Impact Assistance Program (CIAP) Grant Award No. F12AF701453, Amendment 1, from the U. S. Fish & Wildlife Service, Wildlife & Sport Fish Restoration Program for Project No. CIAP-MC06-0001, establishment of a Mobile County Recycling Facility Project, in the amount of \$200,000.00 with no local match.

AGENDA #33

AUTHORIZE ADVERTISEMENT OF REQUEST FOR PROPOSALS/PROFESSIONAL ENGINEERING SERVICES/PROJECT CIAP-MC08-GC01/SENSITIVE HABITAT RESTORATION AND ENHANCEMENT/COUNTY-OWNED PROPERTY-GUNNISON CREEK/COASTAL IMPACT ASSISTANCE PROGRAM

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize advertisement of Request for Proposals for professional engineering services for Project CIAP-MC08-GC01, Sensitive Habitat Restoration and Enhancement of County-owned property-Gunnison Creek, in conjunction with the Coastal Impact Assistance Program.

Motion carried unanimously.

Motion carried unanimously.

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AGENDA #34

AUTHORIZE ADVERTISEMENT OF BIDS/ BMP-00375/ANNUAL METRO JAIL

#### March 11, 2013 LOCK INSPECTION AND CLEANING

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize advertisement of bids for BMP-00375, annual Metro Jail lock inspection and cleaning.

Motion carried unanimously.

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#### AGENDA #35

ADOPT SOLE SOURCE RESOLUTION AUTHORIZING
PURCHASE OF INPAVE SYSTEM/BERGKAMP
PAVEMENT PRESERVATION SOLUTIONS/
PUBLIC WORKS DEPARTMENT

#### The following is a synopsis of the comments made:

Commissioner Carl asked if those machines were presently in their possession?

Joe Ruffer, County Engineer, said this item was a computer hardware and software program that tracks the quantity of materials used and the amount of work done in the pothole trucks. He said the program automatically enters the information into the database.

#### (End of synopsis)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board adopt the following resolution:

WHEREAS, the Mobile County Engineering/Public Works Department has determined, upon investigation and review, that the InPave fully integrated telematics system, manufactured and exclusively sold by Bergkamp Pavement Preservation Solutions, is the only telematics system compatible with the three (3) Bergkamp Flameless Pothole Patching machines previously purchased by the County and currently in use;

WHEREAS, the Engineering/Public Works Department has further determined that the InPave system is a unique product, the uniqueness of which is substantially related to its intended purpose, use and performance and best-suited to the needs of the Department and the protection of the public; and

NOW, THEREFORE, BE IT RESOLVED, that the Mobile County Commission authorizes the purchase, from Bergkamp Pavement Preservation Solutions, of three (3) InPave fully integrated telematics systems, installed, with a one-year warranty, at a total cost of \$16,000.00.

Motion carried unanimously.

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#### AGENDA #36

#### APPROVE REVISED PROJECT LIST/ 2012 CAPITAL IMPROVEMENT PLAN

#### The following is a synopsis of the comments made:

Commissioner Hudson said a revision was made to a line item for resurfacing the Medal of Honor Park parking lots and Pat Ryan Drive. She said Pat Ryan Drive was eligible under the Pay-As-You-Go Program, so it will be deleted from the line item leaving only the three (3) parking lots at the Medal of Honor Park.

President Ludgood asked does the cost change?

Commissioner Hudson said probably, but at this time they do not know how much the third parking lot was going to cost. She said they would change it, if necessary, when they have the cost

President Ludgood asked if any other line items were revised?

Commissioner Hudson said that was the revision. She said there were some funds remaining from that line item, so they added the third parking lot at the Medal of Honor Park.

President Ludgood asked if that was the only revision?

Joe Ruffer, County Engineer, said yes. He said the project list was a living document and from time to time there would be modifications. Mr. Ruffer said the cost to complete projects would be listed as they progress through the list.

Commissioner Hudson asked if the line items would show their cost as the projects progress?

Mr. Ruffer said yes.

President Ludgood said Line Item #37 project, shows an estimate of \$1 million and the previous estimate she received was for \$700,000.00.

Mr. Ruffer said it was always \$1 million.

President Ludgood said she had specifically requested the estimated amount to complete this project and she was told

\$700,000.00 plus.

Mr. Ruffer said the \$700,000.00 might have been only for the outside contractor and now the remaining would be for materials and reimbursements.

President Ludgood said maybe it was for furnishing or something, but she thought the 7<sup>th</sup> Floor build-out was a smaller amount. She said she does not want all the money spent on certain projects and when they get to other projects the money was gone. President Ludgood asked if there was a way to prioritize the list of projects and if all the projects came in at cost could they conceivably run out of money?

Mr. Ruffer said that was a good point, they may have more projects listed than they have money. He said they would revisit the project list and make the appropriate adjustments.

Commissioner Hudson requested for regular updates as the projects unfold to be given to the Commission.

Commissioner Carl asked how do they know what project comes next?

Mr. Ruffer said it was on a first come first serve basis, but he would put together a timeline for the Commission.

#### (End of synopsis)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the revised project list for the 2012 Capital Improvement Plan.

Motion carried unanimously.

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#### AGENDA #37

ASSIGN PROFESSIONAL ENGINEERING DESIGN
AND CONSTRUCTION QUALITY ASSURANCE/
DRIVEN ENGINEERING, INC./CIP-2013-042/
ROAD & BRIDGE DEPARTMENTS/CAMPS 1, 2 AND 3

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board assign the professional engineering design and construction quality assurance to Driven Engineering, Inc., for CIP-2013-042, stormwater pollutant controls at Road & Bridge Departments, Camps 1, 2 and 3.

Motion carried unanimously.

#### AGENDA #38

# APPROVE EFP-207-13/MARY G. MONTGOMERY HIGH SCHOOL

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve EFP-207-13, purchase, deliver, dump and spread 17 CY of aggregate for Mary G. Montgomery High School. (Estimated cost is \$898.00)

Motion carried unanimously.

#### AGENDA #39

# AUTHORIZE ACQUISITION OF PROPERTY AND ACCEPTANCE OF RIGHT-OF-WAY DEEDS

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board authorize acquisition of property and acceptance of right-of-way deeds from the following property owners, for the following project:

Replacement of Bridge No. 40, Old Pascagoula Road over Jackson Creek MCP-309-09

Dossan L. Lee, Trustee of the Baptist Missionary Association of Mississippi Revolving Loan Funds

deed

Margaret Gilbert

deed

Motion carried unanimously.

#### AGENDA #40

# ADOPT RESOLUTION SETTING SPEED LIMITS

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board adopt the following resolution:

WHEREAS, Code of Alabama (1975), 32-1-1, et seq. and 32-5A-173, authorize local authorities to establish reasonable and safe maximum speed limits upon highways, parts of highways or arterial streets; and

WHEREAS, pursuant to Alabama Code (1975), 32-5A-173 (a), MOBILE COUNTY has conducted engineering and traffic investigations, and, based upon said investigations, determined that the maximum speed permitted under Alabama Code (1975), 32-5A-170, et seq. on certain of those highways, parts of highways or arterial streets is greater than is reasonable and safe under the conditions found to exist upon said highways, parts of highways, or arterial streets; and

WHEREAS, MOBILE COUNTY desires to declare a reasonable and safe maximum speed limit on said highways, parts of highways or arterial streets pursuant to said statute;

NOW, THEREFORE, BE IT RESOLVED that the MOBILE COUNTY COMMISSION, determines and declares that reasonable and safe maximum speed limits shall be set for its highways, portions of highways or arterial streets, as set out below:

NEW SPEED LIMITS FOR EXISTING COUNTY ROADS

Moody Loop Road North

35 MPH

FROM: Driskell Loop Road West
TO: Moody Loop Road West

Moody Loop Road South

35 MPH

FROM: Driskell Loop Road West

TO: Moody Loop Road West

Moody Loop Road West

35 MPH

FROM: Moody Loop Road North TO: Moody Loop Road South

BLAKEWOOD ESTATES

25 MPH

Blakewood Drive North

Blakewood Drive West

HARMONY RIDGE 25 MPH

Harmony Ridge Circle East

Harmony Ridge Circle South

Harmony Ridge Circle North

Harmony Ridge Drive

Symphony Way East

Symphony Way South

Symphony Way West

Motion carried unanimously.

# APPROVE APPOINTMENTS/SOUTH ALABAMA REGIONAL PLANNING COMMISSION

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the appointments to the South Alabama Regional Planning Commission, as follows:

Commissioner Jerry L. Carl John Murphy Herman Tinsley

Motion carried unanimously.

# APPROVE AGREEMENT/STATE OF ALABAMA/2013 PARIS AIR SHOW

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve an agreement with the State of Alabama in the amount of \$5,000.00, to assist with its exhibition at the 2013 Paris Air Show, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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# March 11, 2013 AUTHORIZE EXECUTION AND DELIVERY OF WARRANT PURCHASE AGREEMENT/GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2013

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize the execution and delivery of a Warrant Purchase Agreement with respect to the County's General Obligation Refunding Warrants, Series 2013.

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APPROVE REQUEST OF UNITED STATES
DEPARTMENT OF THE INTERIOR, BUREAU OF
OCEAN ENERGY MANAGEMENT/USE OF AUDITORIUM
IN GOVERNMENT PLAZA/HOLD PUBLIC MEETING/GULF
OF MEXICO GEOLOGICAL AND GEOPHYSICAL ACTIVITIES

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve the request of the United States Department of the Interior, Bureau of Ocean Energy Management for use of the Auditorium in Government Plaza, May 1, 2013, 12:00 P. M. to 3:00 P. M., to hold a Public Scoping Meeting for Gulf of Mexico Geological and Geophysical Activities.

Motion carried unanimously.

Motion carried unanimously.

#### AGENDA #41

# COMMISSION ANNOUNCEMENTS AND/OR COMMENTS

There were no announcements and/or comments.

### March 11, 2013 ADJOURN

There being no further business to come before the meeting, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

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President of the County Commission of Mobile County

ATTEST:

John Pafenbach, County Administrator